

BA-06536

**SIGNATURE DOCUMENT FOR
THE HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 529-16-0132-00028
UNDER THE
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

I. PURPOSE

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Harris County Hospital District** ("Grantee" or "Contractor"), having its principal office at 2525 Holly Hall, Houston, TX 77054 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

III. CONTRACT PERIOD

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

IV. STATEMENT OF SERVICES TO BE PROVIDED

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents

Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 2,000 Unduplicated Clients during the term of this Contract.

V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS

The total amount of this Contract shall not exceed \$230,576 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

VI. CONTRACT REPRESENTATIVES.

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Health and Human Services Commission -- Women's Health Services
Address: 1100 W. 49th Street
Austin, TX 78756
Attention: Camille Laosebikan
Email: Camille.Laosebikan@hhsc.state.tx.us
Phone: (512)776-3561

Grantee

Harris County Hospital District
Address: 2525 Holly Hall
Houston, TX 77054
Attention: George Masi
Email: George.masi@harrishealth.org
Phone: (713)566-6403

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VII. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
4900 North Lamar Blvd.
Austin, TX 78751
Attention: HHSC Chief Counsel -Karen Ray

Grantee

Grantee Harris County Hospital District d/b/a Harris Health System
Address 2525 Holly Hall
City, State ZIP
Houston, Texas,
77054
Attention: *
George Masi,
President/CEO

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

VII. DISPUTE RESOLUTION


If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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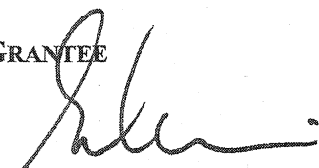
VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

SYSTEM AGENCY

DocuSigned by:

03CBA01FDC88403...
Name: Lesley French
Title: Associate Commissioner
Date of execution: 9/24/2016

GRANTEE


Name: George V. Masi
President and CEO
Title: Harris County Hospital District d/b/a Harris Health System
Date of execution: 31 August 2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A - HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION

ATTACHMENT B - CONTRACTOR'S REVISED PROGRAM FORMS

ATTACHMENT C - CONTRACTOR'S REVISED BUDGET DOCUMENTS

ATTACHMENT D - CONTRACTOR'S OPEN ENROLLMENT APPLICATION

ATTACHMENT E - UNIFORM TERMS AND CONDITIONS

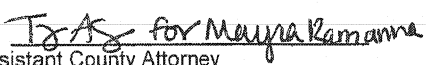
ATTACHMENT F - SPECIAL CONDITIONS

ATTACHMENT G - GENERAL AFFIRMATIONS

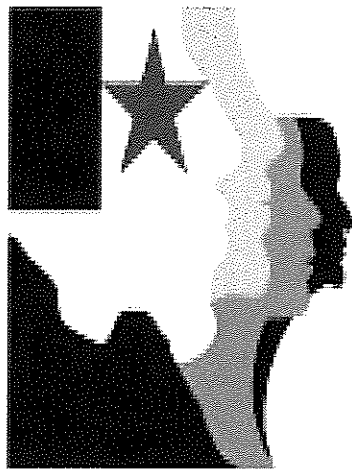
ATTACHMENT H - FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT I - DATA USE AGREEMENT

APPROVED AS TO LEGAL FORM ONLY:
VINCE RYAN
Harris County Attorney

By: 
Assistant County Attorney
(C.A. file # 16hsp0446)

**Attachment A – Healthy Texas Women
Open Enrollment
Solicitation**



TEXAS

Health and Human Services Commission

Chris Traylor, Executive Commissioner

**Open Enrollment
For
Healthy Texas Women**

Enrollment Number: 529-16-0132

Enrollment Period Opens: May 27, 2016

Enrollment Period Closes: July 12, 2016

NIGP Class/Item Code:

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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1. GENERAL INFORMATION

1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

| | |
|------------------------------|--|
| Procurement Project Manager: | Lizet Alaniz, CTPM |
| Address: | Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756 |
| Phone: | (512) 406-406-2423 |
| Fax: | (512) 406-406-2695 |
| Email Address: | lizet.alaniz@hhsc.state.tx.us |

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

| Procurement Schedule | |
|-------------------------------|-------------|
| Open Enrollment Period Opens | 05/27/16 |
| Open Enrollment Period Closes | 5:00 PM CST |

| Procurement Schedule | |
|---|---------------------------|
| | 07/12/2016 |
| HUB Vendor Teleconference | 9:00 AM CST 06/02/16 |
| HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD) | As contracts are executed |
| Anticipated Contract Start Date | 7/1/16 |

1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:
http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:

- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

NOTE: To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

1.6. Strategic Elements

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

1.7. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

1.8. Legal and Regulatory Constraints

1.8.1 Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

1.8.2 Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

1.8.3 Former Employees of a State Agency

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

1.8.4 Interpretive Conventions

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.9. HHSC Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

1.10. Amendments and Announcements Regarding this Open Enrollment

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

1.11. Delivery of Notices

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

The remainder of this page is intentionally left blank.

2. SCOPE OF WORK

2.1. Project Scope

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

NOTE: A client will have an HTW identification number.

Program Component 1 - Program Administration and Management

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
 - a. Medical Director's involvement in the QA/QI activities;
 - b. Activities used to identify trends of needed improvement and the frequency of those activities;
 - c. Activities to ensure correction and follow-up to findings identified;
 - d. Use and frequency of client satisfaction surveys;
 - e. System used to identify, report, and monitor adverse outcomes; and
 - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

NOTE: Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

2.2. Assessment Narrative

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
 - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
 4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

2.3. Clinic Site Readiness

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

2.4. Staff Development Plan

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6. Reporting Requirements

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

| Program Component | Reporting Period | Reporting Due Date |
|--|------------------|----------------------------------|
| 1. Program Administration and Management Update | Annually | On or before September 30, 2017. |
| 2. Quality Assurance/Quality Improvement | Annually | On or before September 30, 2017. |
| 3. Professional Development | Annually | On or before September 30, 2017. |
| 4. Recruitment | Annually | On or before September 30, 2017. |
| 5. Long-Acting Reversible Contraception (LARC) Usage | Annually | On or before September 30, 2017. |

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

| Staff Development | Reporting Period | Reporting Due Date |
|--|------------------|---------------------------------|
| Description of Staff Development Activities. | Annually | On or before September 30, 2017 |

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

| Community Education/Program Promotion | Reporting Period | Reporting Due Date |
|--|------------------|---------------------------------|
| Description of Community Education/Program Promotion Activities. | Annually | On or before September 30, 2017 |

2.7. Budget Requirements and Monthly Cost Reimbursement Process

A. Projected Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

NOTE: Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

2.9. Service Delivery Area(s)

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

2.10. Goals and Performance Measures

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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3. HISTORICAL UTILIZATION

3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

| Region | Women Eligible for Family Planning Services | |
|--------------------|---|---------|
| | Number | Percent |
| Texas, all Regions | 4,798,259 | 100% |
| Region 1 | 159,586 | 3.3% |
| Region 2 | 96,222 | 2.0% |
| Region 3 | 1,179,889 | 24.6% |
| Region 4 | 203,866 | 4.2% |
| Region 5 | 141,350 | 2.9% |
| Region 6 | 1,111,372 | 23.2% |
| Region 7 | 523,803 | 10.9% |
| Region 8 | 500,004 | 10.4% |
| Region 9 | 98,785 | 2.1% |
| Region 10 | 209,231 | 4.4% |
| Region 11 | 574,151 | 12.0% |

3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

| Region | HTW Funding |
|--------------------|--------------|
| Texas, all Regions | \$18,000,000 |
| Region 1 | \$598,665 |
| Region 2 | \$3,60,963 |
| Region 3 | \$4,426,189 |
| Region 4 | \$764,775 |
| Region 5 | \$530,255 |
| Region 6 | \$4,169,157 |

| | |
|-----------|-------------|
| Region 7 | \$1,964,974 |
| Region 8 | \$1,875,695 |
| Region 9 | \$370,578 |
| Region 10 | \$784,901 |
| Region 11 | \$2,153,847 |

NOTE: During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

**Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John.Wesley.Smith@hhsc.state.tx.us**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

A. Method 1: Applicant Intends to Subcontract with only HUBs:

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
 - information regarding the location to review project plans or specifications;
 - information about bonding and insurance requirements;
 - required qualifications and other contract requirements; and
 - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

4.7. Method 5: Applicant Does Not Intend to Subcontract

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8. Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. INFORMATION AND SUBMISSION INSTRUCTIONS

5.1. HUB Vendor Teleconference

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor
Conference PowerPoint

5.2. Multiple Applications

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

5.3. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

5.4. Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

5.5. Right to Reject Applications or Portions of Applications

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

5.6. Joint Applications

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

5.7. Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

5.8. Costs Incurred

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

5.9. Instructions for Submitting Applications

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

Submission

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:

Health and Human Services Commission
Attn: Response Coordinator
Procurement and Contracting Services Building
1100 W. 49th St.
Mail Code: 2020
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

NOTE: Applications may not include materials or pamphlets not specifically requested in this open enrollment.

5.10. Format and Content of Electronic or Paper Submission of Application

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

5.10.1 Section 1 -- Executive Summary

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

A. Financial Capacity

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

B. Corporate Guarantee

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

C. Bonding

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

5.10.2 Section 2 - Completed Forms A - M-1

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

5.10.3 Section 3 - HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.

5.10.4. Section 4 - Certifications and Other Required Forms

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:
http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf. HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

The remainder of this page is intentionally left blank.

6. ELIGIBILITY DETERMINATION

6.1. Initial Compliance Screening

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

6.2. Unresponsive Applications

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

6.3. Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

6.4. Additional Information

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

7. GLOSSARY AND ACRONYMS

| TERM | DEFINITION |
|---|--|
| Affiliate | An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark. |
| Applicant | Any individual or entity that submits an application for enrollment pursuant to this open enrollment. |
| Application | An Application submitted by an Applicant in response to this open enrollment. |
| Department of State Health Services (DSHS) | The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas. |
| Elective Abortion | The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb. |
| Expanded Primary Health Care program (EPHC) | A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs. |

| TERM | DEFINITION |
|---|--|
| Federal Poverty Level (FPL) | The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. |
| Family Planning Services | Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings. |
| Indirect Costs | Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities. |
| Health Service Region (HSR) | Counties grouped within specified geographic areas for administrative purposes. |
| Healthy Texas Women Program (HTW Program) | A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services. |
| Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program) | Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system. |
| In-reach | Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program. |
| Medicaid | Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines. |

| TERM | DEFINITION |
|--|---|
| Outreach | Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program. |
| Priority Population | The target population to be served through the HTW Program. |
| Promote | Advancing, advocating, or popularizing Elective Abortions. |
| State Fiscal Year | The twelve-month period beginning September 1st and ending August 31st. |
| Texas Medicaid & Healthcare Partnership (TMHP) | The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator. |
| Texas Women's Health Program (TWHP) | TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program. |
| Unduplicated Client | An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client). |
| Uninsured | Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid. |
| Women's Health Services | Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities. |

| PROGRAMMATIC ACRONYMS | |
|------------------------------|---|
| EPHC | Expanded Primary Health Care |
| FFS | Fee for Service |
| FPL | Federal Poverty Level |
| HSR | Health Service Region |
| HTW | Healthy Texas Women |
| PCCM | Primary Care Case Management |
| QA | Quality Assurance |
| QI | Quality Improvement |
| TMHP | Texas Medicaid & Healthcare Partnership |
| TWHP | Texas Women's Health Program |

The remainder of this page is intentionally left blank.

PROGRAM FORMS

FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name
of Applicant: _____

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

| PROGRAM FORMS | DESCRIPTION | Included | Page # |
|---------------|--|--------------------------|--------|
| A | Application Table and Contents and Checklist | <input type="checkbox"/> | |
| B | Texas Counties and Regions List Served by Project | <input type="checkbox"/> | |
| C | Contact Person Information | <input type="checkbox"/> | |
| D | DELETED | <input type="checkbox"/> | |
| E | DELETED | <input type="checkbox"/> | |
| F | Budget Summary and Details | <input type="checkbox"/> | |
| G | Applicant Background | <input type="checkbox"/> | |
| H | Funding Request and Performance Measures | <input type="checkbox"/> | |
| I | Work Plan | <input type="checkbox"/> | |
| J | Assessment Narrative | <input type="checkbox"/> | |
| K | Healthy Texas Women Clinic Site Readiness | <input type="checkbox"/> | |
| K-1 | Healthy Texas Women Clinic Sites | <input type="checkbox"/> | |
| | *Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid | <input type="checkbox"/> | |
| L | Staff Development Plan | <input type="checkbox"/> | |
| L-1 | Staff Development Training Calendar | <input type="checkbox"/> | |
| M | Community Education/Program Promotion Plan | <input type="checkbox"/> | |
| M-1 | Community Education/Program Promotion Calendar" | <input type="checkbox"/> | |
| | Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> • <u>Child Support Certification;</u> • <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u> • <u>Required Certifications;</u> • <u>Federal Lobbying Certification;</u> • <u>Anti-Trust Certification;</u> • <u>Respondent Information and Disclosures; and</u> • <u>Information Security and Privacy Initial Inquiry (SPI)</u> <u>http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</u> | <input type="checkbox"/> | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| REQUIRED FORM | DESCRIPTION | Included | Page # |
|------------------|--|--------------------------|--------|
| 1 | HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP) | <input type="checkbox"/> | |

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

| Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R |
|---------------|--------------------------|----|------------|--------------------------|----|------------|--------------------------|----|---------------|--------------------------|----|--------------|--------------------------|----|
| -A- | | | Crosby | <input type="checkbox"/> | 01 | Hays | <input type="checkbox"/> | 07 | Martin | <input type="checkbox"/> | 09 | Schleicher | <input type="checkbox"/> | 09 |
| Anderson | <input type="checkbox"/> | 04 | Culberson | <input type="checkbox"/> | 10 | Hemphill | <input type="checkbox"/> | 01 | Mason | <input type="checkbox"/> | 09 | Scurry | <input type="checkbox"/> | 02 |
| Andrews | <input type="checkbox"/> | 09 | -D- | | | Henderson | <input type="checkbox"/> | 04 | Matagorda | <input type="checkbox"/> | 06 | Shackelford | <input type="checkbox"/> | 02 |
| Angelina | <input type="checkbox"/> | 05 | Dallam | <input type="checkbox"/> | 01 | Hidalgo | <input type="checkbox"/> | 11 | Maverick | <input type="checkbox"/> | 08 | Shelby | <input type="checkbox"/> | 05 |
| Aransas | <input type="checkbox"/> | 11 | Dallas | <input type="checkbox"/> | 03 | Hill | <input type="checkbox"/> | 07 | McCulloch | <input type="checkbox"/> | 09 | Sherman | <input type="checkbox"/> | 01 |
| Archer | <input type="checkbox"/> | 02 | Dawson | <input type="checkbox"/> | 09 | Hockley | <input type="checkbox"/> | 01 | McLennan | <input type="checkbox"/> | 07 | Smith | <input type="checkbox"/> | 04 |
| Armstrong | <input type="checkbox"/> | 01 | Deaf Smith | <input type="checkbox"/> | 01 | Hood | <input type="checkbox"/> | 03 | McMullen | <input type="checkbox"/> | 11 | Somervell | <input type="checkbox"/> | 03 |
| Atascosa | <input type="checkbox"/> | 08 | Delta | <input type="checkbox"/> | 04 | Hopkins | <input type="checkbox"/> | 04 | Medina | <input type="checkbox"/> | 08 | Starr | <input type="checkbox"/> | 11 |
| Austin | <input type="checkbox"/> | 06 | Denton | <input type="checkbox"/> | 03 | Houston | <input type="checkbox"/> | 05 | Menard | <input type="checkbox"/> | 09 | Stephens | <input type="checkbox"/> | 02 |
| -B- | | | DeWitt | <input type="checkbox"/> | 08 | Howard | <input type="checkbox"/> | 09 | Midland | <input type="checkbox"/> | 09 | Sterling | <input type="checkbox"/> | 09 |
| Bailey | <input type="checkbox"/> | 01 | Dickens | <input type="checkbox"/> | 01 | Hudspeth | <input type="checkbox"/> | 10 | Milam | <input type="checkbox"/> | 07 | Stonewall | <input type="checkbox"/> | 02 |
| Bandera | <input type="checkbox"/> | 08 | Dimmit | <input type="checkbox"/> | 08 | Hunt | <input type="checkbox"/> | 03 | Mills | <input type="checkbox"/> | 07 | Sutton | <input type="checkbox"/> | 09 |
| Bastrop | <input type="checkbox"/> | 07 | Donley | <input type="checkbox"/> | 01 | Hutchinson | <input type="checkbox"/> | 01 | Mitchell | <input type="checkbox"/> | 02 | Swisher | <input type="checkbox"/> | 01 |
| Baylor | <input type="checkbox"/> | 02 | Duval | <input type="checkbox"/> | 11 | -I- | | | Montague | <input type="checkbox"/> | 02 | -T- | | |
| Bee | <input type="checkbox"/> | 11 | -E- | | | Irion | <input type="checkbox"/> | 09 | Montgomery | <input type="checkbox"/> | 06 | Tarrant | <input type="checkbox"/> | 03 |
| Bell | <input type="checkbox"/> | 07 | Eastland | <input type="checkbox"/> | 02 | -J- | | | Moore | <input type="checkbox"/> | 01 | Taylor | <input type="checkbox"/> | 02 |
| Bexar | <input type="checkbox"/> | 08 | Ector | <input type="checkbox"/> | 09 | Jack | <input type="checkbox"/> | 02 | Morris | <input type="checkbox"/> | 04 | Terrell | <input type="checkbox"/> | 09 |
| Blanco | <input type="checkbox"/> | 07 | Edwards | <input type="checkbox"/> | 08 | Jackson | <input type="checkbox"/> | 08 | Motley | <input type="checkbox"/> | 01 | Terry | <input type="checkbox"/> | 01 |
| Borden | <input type="checkbox"/> | 09 | Ellis | <input type="checkbox"/> | 03 | Jasper | <input type="checkbox"/> | 05 | -N- | | | Throckmorton | <input type="checkbox"/> | 02 |
| Bosque | <input type="checkbox"/> | 07 | El Paso | <input type="checkbox"/> | 10 | Jeff Davis | <input type="checkbox"/> | 10 | Nacogdoches | <input type="checkbox"/> | 05 | Titus | <input type="checkbox"/> | 04 |
| Bowie | <input type="checkbox"/> | 04 | Erath | <input type="checkbox"/> | 03 | Jefferson | <input type="checkbox"/> | 05 | Navarro | <input type="checkbox"/> | 03 | Tom Green | <input type="checkbox"/> | 09 |
| Brazoria | <input type="checkbox"/> | 06 | -F- | | | Jim Hogg | <input type="checkbox"/> | 11 | Newton | <input type="checkbox"/> | 05 | Travis | <input type="checkbox"/> | 07 |
| Brazos | <input type="checkbox"/> | 07 | Falls | <input type="checkbox"/> | 07 | Jim Wells | <input type="checkbox"/> | 11 | Nolan | <input type="checkbox"/> | 02 | Trinity | <input type="checkbox"/> | 05 |
| Brewster | <input type="checkbox"/> | 10 | Fanning | <input type="checkbox"/> | 03 | Johnson | <input type="checkbox"/> | 03 | Nueces | <input type="checkbox"/> | 11 | Tyler | <input type="checkbox"/> | 05 |
| Briscoe | <input type="checkbox"/> | 01 | Fayette | <input type="checkbox"/> | 07 | Jones | <input type="checkbox"/> | 02 | -O- | | | -U- | | |
| Brooks | <input type="checkbox"/> | 11 | Fisher | <input type="checkbox"/> | 02 | -K- | | | Ochiltree | <input type="checkbox"/> | 01 | Upshur | <input type="checkbox"/> | 04 |
| Brown | <input type="checkbox"/> | 02 | Floyd | <input type="checkbox"/> | 01 | Karnes | <input type="checkbox"/> | 08 | Oldham | <input type="checkbox"/> | 01 | Upton | <input type="checkbox"/> | 09 |
| Burleson | <input type="checkbox"/> | 07 | Foard | <input type="checkbox"/> | 02 | Kaufman | <input type="checkbox"/> | 03 | Orange | <input type="checkbox"/> | 05 | Uvalde | <input type="checkbox"/> | 08 |
| Burnet | <input type="checkbox"/> | 07 | Fort Bend | <input type="checkbox"/> | 06 | Kendall | <input type="checkbox"/> | 08 | -P- | | | -V- | | |
| -C- | | | Franklin | <input type="checkbox"/> | 04 | Kenedy | <input type="checkbox"/> | 11 | Palo Pinto | <input type="checkbox"/> | 03 | Val Verde | <input type="checkbox"/> | 08 |
| Caldwell | <input type="checkbox"/> | 07 | Freestone | <input type="checkbox"/> | 07 | Kent | <input type="checkbox"/> | 02 | Panola | <input type="checkbox"/> | 04 | Van Zandt | <input type="checkbox"/> | 04 |
| Calhoun | <input type="checkbox"/> | 08 | Frio | <input type="checkbox"/> | 08 | Kerr | <input type="checkbox"/> | 08 | Parker | <input type="checkbox"/> | 03 | Victoria | <input type="checkbox"/> | 08 |
| Callahan | <input type="checkbox"/> | 02 | -G- | | | Kimble | <input type="checkbox"/> | 09 | Parmer | <input type="checkbox"/> | 01 | -W- | | |
| Cameron | <input type="checkbox"/> | 11 | Gaines | <input type="checkbox"/> | 09 | King | <input type="checkbox"/> | 01 | Pecos | <input type="checkbox"/> | 09 | Walker | <input type="checkbox"/> | 06 |
| Camp | <input type="checkbox"/> | 04 | Galveston | <input type="checkbox"/> | 06 | Kinney | <input type="checkbox"/> | 08 | Polk | <input type="checkbox"/> | 05 | Waller | <input type="checkbox"/> | 06 |
| Carson | <input type="checkbox"/> | 01 | Garza | <input type="checkbox"/> | 01 | Kleberg | <input type="checkbox"/> | 11 | Potter | <input type="checkbox"/> | 01 | Ward | <input type="checkbox"/> | 09 |
| Cass | <input type="checkbox"/> | 04 | Gillespie | <input type="checkbox"/> | 08 | Knox | <input type="checkbox"/> | 02 | Presidio | <input type="checkbox"/> | 10 | Washington | <input type="checkbox"/> | 07 |
| Castro | <input type="checkbox"/> | 01 | Glasscock | <input type="checkbox"/> | 09 | -L- | | | -R- | | | Webb | <input type="checkbox"/> | 11 |
| Chambers | <input type="checkbox"/> | 06 | Goliad | <input type="checkbox"/> | 08 | Lamar | <input type="checkbox"/> | 04 | Rains | <input type="checkbox"/> | 04 | Wharton | <input type="checkbox"/> | 06 |
| Cherokee | <input type="checkbox"/> | 04 | Gonzales | <input type="checkbox"/> | 08 | Lamb | <input type="checkbox"/> | 01 | Randall | <input type="checkbox"/> | 01 | Wheeler | <input type="checkbox"/> | 01 |
| Childress | <input type="checkbox"/> | 01 | Gray | <input type="checkbox"/> | 01 | Lampasas | <input type="checkbox"/> | 07 | Reagan | <input type="checkbox"/> | 09 | Wichita | <input type="checkbox"/> | 02 |
| Clay | <input type="checkbox"/> | 02 | Grayson | <input type="checkbox"/> | 03 | La Salle | <input type="checkbox"/> | 08 | Real | <input type="checkbox"/> | 08 | Wilbarger | <input type="checkbox"/> | 02 |
| Cochran | <input type="checkbox"/> | 01 | Gregg | <input type="checkbox"/> | 04 | Lavaca | <input type="checkbox"/> | 08 | Red River | <input type="checkbox"/> | 04 | Willacy | <input type="checkbox"/> | 11 |
| Coke | <input type="checkbox"/> | 09 | Grimes | <input type="checkbox"/> | 07 | Lee | <input type="checkbox"/> | 07 | Reeves | <input type="checkbox"/> | 09 | Williamson | <input type="checkbox"/> | 07 |
| Coleman | <input type="checkbox"/> | 02 | Guadalupe | <input type="checkbox"/> | 08 | Leon | <input type="checkbox"/> | 07 | Refugio | <input type="checkbox"/> | 11 | Wilson | <input type="checkbox"/> | 08 |
| Collin | <input type="checkbox"/> | 03 | -H- | | | Liberty | <input type="checkbox"/> | 06 | Roberts | <input type="checkbox"/> | 01 | Winkler | <input type="checkbox"/> | 09 |
| Collingsworth | <input type="checkbox"/> | 01 | Hale | <input type="checkbox"/> | 01 | Limestone | <input type="checkbox"/> | 07 | Robertson | <input type="checkbox"/> | 07 | Wise | <input type="checkbox"/> | 03 |
| Colorado | <input type="checkbox"/> | 06 | Hall | <input type="checkbox"/> | 01 | Lipscomb | <input type="checkbox"/> | 01 | Rockwall | <input type="checkbox"/> | 03 | Wood | <input type="checkbox"/> | 04 |
| Comal | <input type="checkbox"/> | 08 | Hamilton | <input type="checkbox"/> | 07 | Live Oak | <input type="checkbox"/> | 11 | Runnels | <input type="checkbox"/> | 02 | -Y- | | |
| Comanche | <input type="checkbox"/> | 02 | Hansford | <input type="checkbox"/> | 01 | Llano | <input type="checkbox"/> | 07 | Rusk | <input type="checkbox"/> | 04 | Yoakum | <input type="checkbox"/> | 01 |
| Concho | <input type="checkbox"/> | 09 | Hardeman | <input type="checkbox"/> | 02 | Loving | <input type="checkbox"/> | 09 | -S- | | | Young | <input type="checkbox"/> | 02 |
| Cooke | <input type="checkbox"/> | 03 | Hardin | <input type="checkbox"/> | 05 | Lubbock | <input type="checkbox"/> | 01 | Sabine | <input type="checkbox"/> | 05 | -Z- | | |
| Coryell | <input type="checkbox"/> | 07 | Harris | <input type="checkbox"/> | 06 | Lynn | <input type="checkbox"/> | 01 | San Augustine | <input type="checkbox"/> | 05 | Zapata | <input type="checkbox"/> | 11 |
| Cottle | <input type="checkbox"/> | 02 | Harrison | <input type="checkbox"/> | 04 | -M- | | | San Jacinto | <input type="checkbox"/> | 05 | Zavala | <input type="checkbox"/> | 08 |
| Crane | <input type="checkbox"/> | 09 | Hartley | <input type="checkbox"/> | 01 | Madison | <input type="checkbox"/> | 07 | San Patricio | <input type="checkbox"/> | 11 | | | |
| Crockett | <input type="checkbox"/> | 09 | Haskell | <input type="checkbox"/> | 02 | Marion | <input type="checkbox"/> | 04 | San Saba | <input type="checkbox"/> | 07 | | | |

FORM C: CONTACT PERSON INFORMATION

Legal Business Name
of Applicant: _____

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

| Billing Contact | Executive Director |
|-----------------|--------------------|
| Last Name: | Last Name: |
| First Name: | First Name: |
| Salutation: | Salutation: |
| Title: | Title: |
| Email: | Email: |
| Phone: | Phone: |

| Financial Director | Medical Director |
|--------------------|------------------|
| Last Name: | Last Name: |
| First Name: | First Name: |
| Salutation: | Salutation: |
| Title: | Title: |
| Email: | Email: |
| Phone: | Phone: |

| Primary Program Contact | Quality Assurance Contact |
|-------------------------|---------------------------|
| Last Name: | Last Name: |
| First Name: | First Name: |
| Salutation: | Salutation: |
| Title: | Title: |
| Email: | Email: |
| Phone: | Phone: |

FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS

Form F: Budget Summary and Forms F-1 through F-7: Budget Details

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

Form F: Budget Summary Worksheet

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name
of Applicant:** _____

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
 - A. Experience subcontracting with other organizations/providers;
 - B. Experience developing subcontracts and subcontract negotiations;
 - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
 - D. Experience providing technical assistance to subcontractors, including budget development and management;
 - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
 - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
 - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
 - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

FORM G: APPLICANT BACKGROUND

**Legal Business Name of
Applicant:** _____

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
 2. Reference the instructions on Form G – Applicant Background Guidelines.
 3. Applicant's response must not exceed 18 pages.
-

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of
Applicant:

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

| | |
|-----------------------|----|
| Total Funding Request | \$ |
|-----------------------|----|

Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

| | |
|--|--|
| Projected Number of Clinical Clients to be Served: | |
|--|--|

FORM I: WORK PLAN GUIDELINES

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

Program Administration and Management:

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

Quality Assurance/Quality Improvement:

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
 - 1) Medical Director's involvement in the QA/QI activities;
 - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
 - 3) Activities to ensure correction and follow-up to findings identified;
 - 4) Use and frequency of client satisfaction surveys;
 - 5) System used to identify, report, and monitor adverse outcomes; and
 - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Professional Development:

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

Recruitment:

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

Long-Acting Reversible Contraception (LARC) Usage:

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
 - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
 - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
 - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
 - d. Define the time frame for accomplishing each objective/activity.
 - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

FORM I: WORK PLAN

**Legal Business Name
of Applicant:**

1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

FORM I: WORK PLAN

**Program Component A
Program Administration and Management**

Goals:

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|-------------------|-------------------|--------------------|------------------------------|----------------------------|
| | | | | |

FORM I: WORK PLAN

Program Component B Quality Assurance/Quality Improvement

Goals:

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|------------|------------|-------------|-------------------|-----------------|
| | | | | |

FORM I: WORK PLAN
Program Component C
Professional Development

Goals:

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|-------------------|-------------------|--------------------|------------------------------|----------------------------|
| | | | | |

FORM I: WORK PLAN

**Program Component D
Recruitment**

Goals:

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|------------|------------|-------------|-------------------|-----------------|
| | | | | |

FORM I: WORK PLAN**Program Component E
LARC Usage****Goals:**

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|-------------------|-------------------|--------------------|--------------------------|------------------------|
| | | | | |

FORM J: ASSESSMENT NARRATIVE GUIDELINES

Part A

Complete table to show assessment data sources and dates of assessments used.

Part B

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
 - a. Geographic boundaries (urban or rural, physical environment);
 - b. General demographic data (age, gender, ethnicity, etc.);
 - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
 - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
 - e. Geographic service area (Form B);
 - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
 - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
 - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

FORM J: ASSESSMENT NARRATIVE

Legal Business Name
of Applicant: _____

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

| Source of Assessment Data | Date of Each Assessment Source |
|---------------------------|--------------------------------|
| | |
| | |
| | |
| | |

Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

FORM K

CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

| CLINIC SITE READINESS INFORMATION: | |
|--|---|
| Appropriate signage to identify funded entity. | Check that clinic sites have signage that identifies services provided at each site (Yes/No). |
| Space for clinical and administrative staff. | Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No). |
| Locked storage for charts, records, medications and medical supplies | Check if there is locked storage at the clinic sites (Yes/No). |
| Proper Disposal for Medical Waste | Check if clinics have proper disposal for medical waste (Yes/No). |
| CLIA certification for level of tests performed. | Check if clinics have CLIA certification for the level of tests performed (Yes/No). |
| Handicap-accessible clinic sites that are geographically close to target population. | Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No). |
| Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait. | Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No). |
| Appropriate emergency policies/procedures and supplies as applicable? | Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No). |
| Appropriate use of interpreter and language translation services (including resources for both). | Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No). |
| Compliance with ADA requirements | Check if clinic sites are ADA compliant (Yes/No). |
| Financial management systems including secure data storage | Check if clinic sites have financial management systems including secure data storage. (Yes/No). |

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name
of Applicant: _____

Clinic Site # _____ of _____

| | | |
|--|---------------------------------|--------------------------------|
| Appropriate signage to identify funded entity? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Space for clinical and administrative staff? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Locked storage for charts, records, medications and medical supplies? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Proper disposal for medical waste? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| CLIA certification for level of tests performed? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Handicap-accessible clinic sites that are geographically close to target population? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate emergency policies/procedures and supplies as applicable? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate use of interpreter services and language translation (including resources for both)? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with ADA requirements? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Financial management systems including secure data storage? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

Each clinic form must contain current and accurate information.

| | |
|-----------------------------------|--|
| HEADER INFORMATION: | |
| Legal Name of Applicant | Applicant's legal name. |
| Clinic Site # ____ of ____ | Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc. |
| CLINIC SITE INFORMATION: | |
| Clinic Name | State the name of the clinic. |
| Street Address | Physical address of clinic. (Do Not Enter a P.O. Box) |
| Suite | Indicate clinic suite number, if applicable. |
| City/County/Zip Code | City, county and zip code of clinic. |
| HSR | Health Service Region where clinic is located. |
| Clinic APPOINTMENT Phone # | Phone number to make an appointment at clinic. |
| Clinic PRIMARY Phone # | Primary phone number for the clinic site. |
| Fax | Fax number for the clinic. |
| Service Area | List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions. |
| Contact Person | Name of contact person for that clinic site. |
| Pharmacy License # | Current pharmacy license number for the clinic. |
| Class | Indicate class of pharmacy license (e.g., class D, A, etc.) |
| TPI# | Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services. |
| NPI# | National Provider Identifier # for the clinic, or date application submitted. |
| Subcontractor Site | Indicate whether or not the clinic site is a subcontractor site. |
| Mobile Site | Indicate whether or not the clinic site is a mobile site. |
| CLINIC HOURS AND SERVICES: | |
| Hours of Operation | List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed). |
| Total Hours/Month | List the total number of hours of operation per month for the clinic site. |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of
Applicant: _____

Clinic Site # _____ of _____

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

All information must be accurate.*

| | | | |
|--|---------|-----------|------|
| Clinic Name: | | | |
| Street Address: | | Suite : | |
| City: | County: | Zip Code: | HSR: |
| Clinic APPOINTMENT Phone #: | | | |
| Clinic PRIMARY Phone #: | | Fax: | |
| Service Area (counties to be served): | | | |
| | | | |
| Contact Person: | | | |
| Pharmacy License #: | | Class: | |
| TPI#: | | NPI#: | |
| Submission date of Medicaid Application: | | | |
| Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|--------------------|--------------------|----|-----------|----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | | | | | | |
| TUESDAY | | | | | | |
| WEDNESDAY | | | | | | |
| THURSDAY | | | | | | |
| FRIDAY | | | | | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | | | | | | |

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Applicant:** _____

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.

2. Identify specific training that will be used for eligibility and billing staff.

3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.

4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name
of Applicant: _____

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable
Procedure Codes**

| Core Services | | |
|---|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| Anesthesia for sterilization | | |
| | 00851 | |
| Surgery - Integumentary system | | |
| | 11976 | 150.00 |
| | 11981 | 103.45 |
| | 11982 | 117.08 |
| | 11983 | 163.06 |
| Surgery - Female genital system | | |
| | 57170 | 22.05 |
| | 58300 | 69.00 |
| | 58301 | 76.72 |
| | 58340 | 88.75 |
| | 58565 | 442.57 |
| | 58600 | 292.70 |
| | 58611 | 61.75 |
| | 58615 | 195.67 |
| | 58670 | 282.81 |
| | 58671 | 283.08 |
| Radiology - Diagnostic imaging | | |
| | 73060 | 28.06 |
| | 74000 | 20.80 |
| | 74010 | 32.39 |
| | 74740 | 66.83 |
| Radiology - Diagnostic ultrasound | | |
| | 76830 | 96.28 |
| | 76856 | 96.28 |
| | 76857 | 50.79 |
| | 76881 | 96.28 |
| | 76882 | 30.35 |
| | 76998 | 137.65 |
| Pathology & Lab - Organ or disease oriented panels | | |
| | 80061 | 18.83 |
| Pathology & Lab - Drug testing | | |
| | 80300 | 12.36 |
| | 80301 | 12.36 |
| Pathology & Lab - Urinalysis | | |
| | 81000 | 4.45 |
| | 81001 | 4.45 |
| | 81002 | 3.60 |
| | 81003 | 3.16 |
| | 81005 | 3.05 |
| | 81015 | 4.28 |
| | 81025 | 8.90 |

| Core Services | | |
|---------------------------|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |

| Pathology & Lab - Chemistry | | |
|---|-------|-------|
| | 82947 | 5.52 |
| | 82948 | 4.45 |
| | 84443 | 23.63 |
| | 84702 | 2.29 |
| | 84703 | 10.57 |
| Pathology & Lab - Hematology and coagulation | | |
| | 85013 | 3.34 |
| | 85014 | 3.34 |
| | 85018 | 3.34 |
| | 85025 | 10.93 |
| | 85027 | 9.10 |
| Pathology & Lab - Immunology | | |
| | 86318 | 18.21 |
| | 86580 | |
| | 86592 | 6.00 |
| | 86689 | 27.22 |
| | 86695 | 18.55 |
| | 86696 | 27.22 |
| | 86701 | 12.49 |
| | 86702 | 14.85 |
| | 86703 | 19.28 |
| | 86762 | 20.23 |
| | 86803 | 20.07 |
| Pathology & Lab - Transfusion medicine | | |
| | 86900 | 4.20 |
| | 86901 | 4.20 |
| Pathology & Lab - Microbiology | | |
| | 87070 | 12.11 |
| | 87086 | 11.36 |
| | 87088 | 11.39 |
| | 87102 | 11.81 |
| | 87110 | 27.55 |
| | 87205 | 6.00 |
| | 87210 | 6.00 |
| | 87220 | 6.00 |
| | 87252 | 36.66 |
| | 87389 | 33.86 |
| | 87480 | 28.20 |
| | 87490 | 28.20 |
| | 87491 | 49.35 |
| | 87510 | 28.20 |
| | 87535 | 49.35 |
| | 87590 | 28.20 |
| | 87591 | 49.35 |
| | 87624 | 47.87 |

| Core Services | | |
|---------------------------|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| | 87625 | 49.47 |
| | 87660 | 28.20 |

| | | |
|---|-------|---------|
| | 87797 | 28.20 |
| | 87800 | 56.41 |
| | 87801 | 98.70 |
| | 87810 | 16.86 |
| | 87850 | 16.86 |
| Pathology & Lab - Cytopathology | | |
| | 88150 | 14.86 |
| | 88164 | 14.86 |
| | 88175 | 37.25 |
| Medicine - Immunization administration | | |
| | 90460 | 8.00 |
| | 90471 | 7.84 |
| Medicine - Vaccines/toxoids | | |
| | 90649 | 158.07 |
| | 90650 | 138.14 |
| | 90651 | 175.03 |
| Medicine - Hydration, diagnostic injections/infusions, chemo | | |
| | 96372 | 18.98 |
| Medical nutrition therapy | | |
| | 97802 | 26.73 |
| | 97803 | 22.99 |
| | 97804 | 12.03 |
| Medicine - Special services, procedures, and reports | | |
| | 99000 | 9.30 |
| | 99078 | 29.40 |
| Behavioral change interventions, individual | | |
| | 99406 | 11.18 |
| | 99407 | 21.82 |
| HCPCS A Codes - Supplies | | |
| | A4261 | 50.84 |
| | A4264 | 1560.00 |
| | A4266 | 34.11 |
| | A4267 | 0.54 |
| | A4268 | 2.83 |
| | A4269 | 12.26 |
| | A9150 | 14.00 |
| HCPCS H Codes - Rehabilitative services | | |
| | H1010 | 12.30 |

| Core Services | | |
|--|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| HCPCS J Codes - Drugs other than oral | | |
| | J0696 | 0.68 |
| | J1050 | 64.98 |
| | J3490 | 5.01 |
| | J7297 | 671.25 |
| | J7298 | 826.72 |
| | J7300 | 753.78 |
| | J7301 | 663.32 |
| | J7303 | 93.53 |

| | | |
|--|-------|--------|
| | J7304 | 37.48 |
| | J7307 | 672.61 |
| HCPSC S Codes - Private payer codes | | |
| | S4993 | 19.42 |
| | S5000 | 5.90 |
| Office or Other Outpatient Services | | |
| | 99201 | 26.04 |
| | 99202 | 41.09 |
| | 99203 | 55.52 |
| | 99204 | 81.24 |
| | 99205 | 101.00 |
| | 99211 | 13.49 |
| | 99212 | 22.59 |
| | 99213 | 33.95 |
| | 99214 | 47.68 |
| | 99215 | 73.40 |
| Evaluation and Management | | |
| | 99241 | 39.66 |
| | 99242 | 62.10 |
| | 99243 | 80.23 |
| | 99244 | 112.50 |
| Preventive Medicine | | |
| | 99384 | 93.40 |
| | 99385 | 78.85 |
| | 99386 | 92.22 |
| | 99394 | 85.93 |
| | 99395 | 68.43 |
| | 99396 | 74.84 |

| Related Services | | |
|--|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| Breast Cancer Screening and Diagnostics | | |
| Anesthesia | | |
| | 00400 | |
| Surgery - General | | |
| | 10022 | 90.21 |
| Surgery - Integumentary system | | |
| | 19000 | 84.47 |
| | 19081 | 508.95 |
| | 19082 | 411.12 |
| | 19083 | 505.47 |
| | 19084 | 405.50 |
| | 19100 | 112.80 |
| | 19101 | 254.74 |
| | 19120 | 370.75 |
| | 19125 | 364.03 |
| | 19126 | 122.96 |
| | 19281 | 183.37 |
| | 19282 | 352.31 |
| | 19283 | 208.23 |

| | | |
|---|-------|--------|
| | 19284 | 152.63 |
| | 19285 | 352.31 |
| | 19286 | 295.37 |
| Radiology - Diagnostic imaging | | |
| | 71010 | 22.05 |
| | 71020 | 28.74 |
| | 76098 | 17.04 |
| Radiology - Diagnostic ultrasound | | |
| | 76641 | 91.69 |
| | 76642 | 84.20 |
| | 76942 | 163.86 |
| Radiology - Breast mammography | | |
| | 77051 | 8.02 |
| | 77052 | 8.02 |
| | 77053 | 54.80 |
| | 77055 | 70.03 |
| | 77056 | 90.09 |
| | 77057 | 64.15 |
| | 77058 | 495.58 |
| | 77059 | 491.84 |
| Pathology & Lab - Organ or disease oriented panels | | |
| | 80048 | 11.89 |
| | 80053 | 14.85 |
| Pathology & Lab - Hematology and coagulation | | |
| | 85730 | 8.44 |
| Pathology & Lab - Surgical pathology | | |
| | 88305 | 54.53 |

| Related Services | | |
|--|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| | 88307 | 229.35 |
| Medicine - Cardiovascular | | |
| | 93000 | 12.83 |
| Cervical Cancer Screening and Diagnostics | | |
| Anesthesia | | |
| | 00940 | 18.42 |
| Surgery - Female genital system | | |
| | 57452 | 67.37 |
| | 57454 | 100.65 |
| | 57455 | 82.10 |
| | 57456 | 76.65 |
| | 57460 | 120.83 |
| | 57461 | 139.93 |
| | 57500 | 55.10 |
| | 57505 | 66.55 |
| | 57520 | 199.66 |
| | 57522 | 178.11 |
| | 58110 | 30.82 |
| Radiology - Diagnostic imaging | | |
| | 71010 | 18.71 |
| | 71020 | 24.32 |

| | | |
|---|-------|--------|
| Pathology & Lab - Organ or disease oriented panels | | |
| | 80048 | 11.89 |
| | 80053 | 14.85 |
| Pathology & Lab - Hematology and coagulation | | |
| | 85730 | 8.44 |
| Pathology & Lab - Cytopathology | | |
| | 88141 | 24.06 |
| | 88142 | 28.49 |
| | 88143 | 28.49 |
| | 88173 | |
| | 88174 | 30.05 |
| Pathology & Lab - Surgical pathology | | |
| | 88305 | 54.53 |
| | 88307 | 229.35 |
| Medicine - Cardiovascular | | |
| | 93000 | 12.83 |
| Medicine - Psychiatry | | |
| | 90791 | 113.91 |
| | 90792 | 113.91 |
| Problem-Focused Gynecological Services | | |
| Surgery - Female genital system | | |
| | 56405 | 78.28 |
| | 56420 | 66.56 |
| | 56501 | 81.53 |
| | 56515 | 142.21 |

| Related Services | | |
|---------------------------|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| | 56605 | 43.84 |
| | 56606 | 21.65 |
| | 56820 | 61.48 |
| | 57023 | 225.07 |
| | 57061 | 69.50 |
| | 57100 | 47.58 |
| | 57421 | 89.01 |
| | 57511 | 94.63 |
| | 58100 | 63.35 |

| Other Services | | |
|---|------------------------|----------------------------|
| Procedure Grouping | Procedure Codes | Reimbursement Rates |
| Laboratory Services | | |
| Radiology - Diagnostic ultrasound | | |
| | 76700 | 96.28 |
| | 76705 | 96.28 |
| | 76770 | 96.28 |
| Pathology & Lab - Organ or disease oriented panels | | |
| | 80050 | 42.09 |
| | 80051 | 9.87 |
| | 80053 | 14.85 |
| | 80069 | 12.21 |

| | | |
|---|-------|-------|
| | 80074 | 66.99 |
| | 80076 | 11.48 |
| Pathology & Lab - Chemistry | | |
| | 82270 | 4.58 |
| | 82465 | 6.12 |
| | 82950 | 6.68 |
| | 83020 | 18.10 |
| | 83021 | 25.40 |
| | 83036 | 13.65 |
| | 84450 | 6.55 |
| | 84460 | 6.71 |
| | 84478 | 8.08 |
| | 84479 | 8.19 |
| Pathology & Lab - Hematology and coagulation | | |
| | 85007 | 4.48 |
| | 85610 | 4.98 |
| | 85660 | 7.75 |
| | 85730 | 7.60 |
| Pathology & Lab - Immunology | | |
| | 86631 | 10.35 |
| | 86677 | 10.35 |
| | 86704 | 16.95 |
| | 86706 | 15.11 |
| | 86780 | 12.30 |
| Pathology & Lab - Transfusion medicine | | |
| | 86885 | 8.05 |
| Pathology & Lab - Microbiology | | |
| | 87270 | 16.86 |
| | 87512 | 35.91 |
| | 87529 | 49.35 |
| | 87530 | 39.90 |
| | 87661 | 49.35 |
| Pathology & Lab - Cytopathology | | |
| | 88155 | 8.42 |
| | 88160 | 50.25 |
| | 88161 | 45.44 |
| | 88165 | 14.86 |
| | 88167 | 14.86 |
| | 88172 | 42.50 |
| Pathology & Lab - Pulmonary | | |
| | 94760 | 2.41 |
| HCPSC J Codes - Drugs other than oral | | |
| | J0558 | 3.94 |
| | J0561 | 4.96 |
| | J0690 | 0.68 |
| | J2010 | 7.17 |

| Immunizations and Vaccinations | | |
|---|------------------------|----------------------------|
| Procedure Groupings | Procedure Codes | Reimbursement Rates |
| Medicine - Immunization administration | | |

| | | |
|------------------------------------|-------|--------|
| | 90460 | 8.00 |
| | 90471 | 7.84 |
| | 90472 | 7.84 |
| Medicine - Vaccines/toxoids | | |
| | 90632 | 45.54 |
| | 90633 | 30.73 |
| | 90636 | 99.08 |
| | 90654 | 17.82 |
| | 90656 | 13.28 |
| | 90660 | 22.10 |
| | 90670 | 145.05 |
| | 90673 | 35.04 |
| | 90703 | 35.54 |
| | 90707 | 63.94 |
| | 90710 | 180.40 |
| | 90714 | 19.32 |
| | 90715 | 32.46 |
| | 90716 | 113.28 |
| | 90732 | 73.34 |
| | 90733 | 132.15 |
| | 90734 | 121.15 |
| | 90736 | 196.04 |
| | 90743 | 22.82 |
| | 90744 | 22.82 |
| | 90746 | 56.25 |

Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC
VERSION 2.12 -- HTV

Note: Appendix B not numbered
in accordance with
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

| Applicable Entity | Applicable Cost Principles | Audit Requirements | Administrative Requirements |
|--|---|------------------------------------|-----------------------------|
| State, Local and Tribal Governments | 2 CFR, Part 225 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| Educational Institutions | 2 CFR, Part 220 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| Non-Profit Organizations | 2 CFR, Part 230 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. | 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:
Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

Appendix C: HHSC Special Conditions Version 1.0



HHSC Special
Conditions 1.0.pdf

Note: Appendix C not
numbered in accordance
with Open Enrollment



Health and Human Services Commission
Special Conditions
Version 1.0

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. TURNOVER

12.01 Turnover Plan

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 Turnover Assistance

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Appendix D: Healthy Texas Women Certification

**Legal Business Name
of Applicant:** _____

This certification pertains to the following billing or performing provider:

Provider Name _____
Federal Tax ID Number _____ NPI
Number _____

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

Provider's primary physical address:

Street Address _____
Street Address City/State/Zip Code _____
Telephone Number _____

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is _____. I am the provider or, if the provider is an organization, I am the provider's (title or position) _____. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification _____ through 12/31/ _____

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix E: Women at or Below 200% FPL

Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

Texas

| | Number | Percent |
|--------------------|-----------|---------|
| Texas, all Regions | 4,798,259 | 100% |
| Region 1 | 159,586 | 3.3% |
| Region 2 | 96,222 | 2.0% |
| Region 3 | 1,179,889 | 24.6% |
| Region 4 | 203,866 | 4.2% |
| Region 5 | 141,350 | 2.9% |
| Region 6 | 1,111,372 | 23.2% |
| Region 7 | 523,803 | 10.9% |
| Region 8 | 500,004 | 10.4% |
| Region 9 | 98,785 | 2.1% |
| Region 10 | 209,231 | 4.4% |
| Region 11 | 574,151 | 12.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 1**

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| ARMSTRONG | 266 | 0.2% |
| BAILEY | 1,696 | 1.1% |
| BRISCOE | 290 | 0.2% |
| CARSON | 655 | 0.4% |
| CASTRO | 1,885 | 1.2% |
| CHILDRESS | 1,103 | 0.7% |
| COCHRAN | 709 | 0.4% |
| COLLINGSWORTH | 662 | 0.4% |
| CROSBY | 1,414 | 0.9% |
| DALLAM | 1,564 | 1.0% |
| DEAF SMITH | 3,028 | 1.9% |
| DICKENS | 370 | 0.2% |
| DONLEY | 657 | 0.4% |
| FLOYD | 1,261 | 0.8% |
| GARZA | 799 | 0.5% |
| GRAY | 3,540 | 2.2% |
| HALE | 7,759 | 4.9% |
| HALL | 747 | 0.5% |
| HANSFORD | 872 | 0.5% |
| HARTLEY | 539 | 0.3% |
| HEMPHILL | 493 | 0.3% |
| HOCKLEY | 4,044 | 2.5% |
| HUTCHINSON | 3,680 | 2.3% |
| KING | 51 | 0.0% |
| LAMB | 3,078 | 1.9% |
| LIPSCOMB | 514 | 0.3% |
| LUBBOCK | 56,404 | 35.3% |
| LYNN | 1,077 | 0.7% |
| MOORE | 4,633 | 2.9% |
| MOTLEY | 211 | 0.1% |
| OCHILTREE | 1,687 | 1.1% |
| OLDHAM | 325 | 0.2% |
| PARMER | 2,109 | 1.3% |
| POTTER | 28,121 | 17.6% |
| RANDALL | 16,350 | 10.2% |
| ROBERTS | 84 | 0.1% |
| SHERMAN | 566 | 0.4% |
| SWISHER | 1,567 | 1.0% |
| TERRY | 2,692 | 1.7% |
| WHEELER | 798 | 0.5% |
| YOAKUM | 1,286 | 0.8% |
| HSR 1 Total | 159,586 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

**From Census Small Area Health Insurance Estimates
2013**

Health Service Region - 2

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| ARCHER | 1,106 | 1.1% |
| BAYLOR | 684 | 0.7% |
| BROWN | 6,945 | 7.2% |
| CALLAHAN | 2,202 | 2.3% |
| CLAY | 1,411 | 1.5% |
| COLEMAN | 1,788 | 1.9% |
| COMANCHE | 2,697 | 2.8% |
| COTTLE | 327 | 0.3% |
| EASTLAND | 3,468 | 3.6% |
| FISHER | 587 | 0.6% |
| FOARD | 245 | 0.3% |
| HARDEMAN | 769 | 0.8% |
| HASKELL | 975 | 1.0% |
| JACK | 1,295 | 1.3% |
| JONES | 2,676 | 2.8% |
| KENT | 120 | 0.1% |
| KNOX | 783 | 0.8% |
| MITCHELL | 1,143 | 1.2% |
| MONTAGUE | 3,193 | 3.3% |
| NOLAN | 2,906 | 3.0% |
| RUNNELS | 1,893 | 2.0% |
| SCURRY | 2,497 | 2.6% |
| SHACKELFORD | 537 | 0.6% |
| STEPHENS | 1,686 | 1.8% |
| STONEWALL | 233 | 0.2% |
| TAYLOR | 25,848 | 26.9% |
| THROCKMORTON | 243 | 0.3% |
| WICHITA | 22,325 | 23.2% |
| WILBARGER | 2,570 | 2.7% |
| YOUNG | 3,070 | 3.2% |
| HSR 2 Total | 96,222 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 3

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| COLLIN | 77,422 | 6.6% |
| COOKE | 6,176 | 0.5% |
| DALLAS | 523,961 | 44.4% |
| DENTON | 81,800 | 6.9% |
| ELLIS | 23,896 | 2.0% |
| ERATH | 7,946 | 0.7% |
| FANNIN | 5,547 | 0.5% |
| GRAYSON | 20,949 | 1.8% |
| HOOD | 6,598 | 0.6% |
| HUNT | 16,419 | 1.4% |
| JOHNSON | 23,783 | 2.0% |
| KAUFMAN | 16,596 | 1.4% |
| NAVARRO | 10,411 | 0.9% |
| PALO PINTO | 5,625 | 0.5% |
| PARKER | 14,534 | 1.2% |
| ROCKWALL | 7,745 | 0.7% |
| SOMERVELL | 1,240 | 0.1% |
| TARRANT | 320,676 | 27.2% |
| WISE | 8,565 | 0.7% |
| HSR 3 Total | 1,179,889 | 100% |

1. Women at or under 200% FPL according to the U.S.
Census Bureau's 2013 Small Area Health Insurance
Estimates (SAHIE) model.

**Women At or Below
200 % FPL**

**From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 4

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| ANDERSON | 8,602 | 4.2% |
| BOWIE | 17,113 | 8.4% |
| CAMP | 2,800 | 1.4% |
| CASS | 5,650 | 2.8% |
| CHEROKEE | 10,647 | 5.2% |
| DELTA | 972 | 0.5% |
| FRANKLIN | 1,964 | 1.0% |
| GREGG | 22,536 | 11.1% |
| HARRISON | 11,989 | 5.9% |
| HENDERSON | 14,841 | 7.3% |
| HOPKINS | 6,946 | 3.4% |
| LAMAR | 9,866 | 4.8% |
| MARION | 1,969 | 1.0% |
| MORRIS | 2,615 | 1.3% |
| PANOLA | 3,761 | 1.8% |
| RAINS | 1,861 | 0.9% |
| RED RIVER | 2,495 | 1.2% |
| RUSK | 8,611 | 4.2% |
| SMITH | 38,388 | 18.8% |
| TITUS | 7,514 | 3.7% |
| UPSHUR | 6,817 | 3.3% |
| VAN ZANDT | 8,958 | 4.4% |
| WOOD | 6,951 | 3.4% |
| HSR 4 Total | 203,866 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013 Health Service Region - 5

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| ANGELINA | 18,460 | 13.1% |
| HARDIN | 7,547 | 5.3% |
| HOUSTON | 4,227 | 3.0% |
| JASPER | 6,496 | 4.6% |
| JEFFERSON | 46,964 | 33.2% |
| NACOGDOCHES | 13,788 | 9.8% |
| NEWTON | 2,492 | 1.8% |
| ORANGE | 13,198 | 9.3% |
| POLK | 8,089 | 5.7% |
| SABINE | 1,714 | 1.2% |
| SAN AUGUSTINE | 1,767 | 1.3% |
| SAN JACINTO | 4,779 | 3.4% |
| SHELBY | 5,660 | 4.0% |
| TRINITY | 2,790 | 2.0% |
| TYLER | 3,379 | 2.4% |
| HSR 5 Total | 141,350 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 6

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--------------------------------|---------------|
| AUSTIN | 4,089 | 0.4% |
| BRAZORIA | 40,902 | 3.7% |
| CHAMBERS | 3,923 | 0.4% |
| COLORADO | 3,460 | 0.3% |
| FORT BEND | 68,183 | 6.1% |
| GALVESTON | 43,326 | 3.9% |
| HARRIS | 836,220 | 75.2% |
| LIBERTY | 13,512 | 1.2% |
| MATAGORDA | 6,756 | 0.6% |
| MONTGOMERY | 64,343 | 5.8% |
| WALKER | 10,972 | 1.0% |
| WALLER | 8,138 | 0.7% |
| WHARTON | 7,548 | 0.7% |
| HSR 6 Total | 1,111,372 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 7**

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| BASTROP | 13,121 | 2.5% |
| BELL | 63,113 | 12.0% |
| BLANCO | 1,456 | 0.3% |
| BOSQUE | 2,946 | 0.6% |
| BRAZOS | 44,561 | 8.5% |
| BURLESON | 2,758 | 0.5% |
| BURNET | 7,098 | 1.4% |
| CALDWELL | 7,945 | 1.5% |
| CORYELL | 14,013 | 2.7% |
| FALLS | 3,328 | 0.6% |
| FAYETTE | 3,309 | 0.6% |
| FREESTONE | 3,066 | 0.6% |
| GRIMES | 4,314 | 0.8% |
| HAMILTON | 1,443 | 0.3% |
| HAYS | 27,590 | 5.3% |
| HILL | 6,826 | 1.3% |
| LAMPASAS | 3,428 | 0.7% |
| LEE | 2,428 | 0.5% |
| LEON | 2,735 | 0.5% |
| LIMESTONE | 4,445 | 0.8% |
| LLANO | 2,736 | 0.5% |
| MADISON | 50,615 | 9.7% |
| MCLENNAN | 2,408 | 0.5% |
| MILAM | 4,562 | 0.9% |
| MILLS | 874 | 0.2% |
| ROBERTSON | 3,352 | 0.6% |
| SAN SABA | 1,106 | 0.2% |
| TRAVIS | 181,409 | 34.6% |
| WASHINGTON | 5,173 | 1.0% |
| WILLIAMSON | 51,645 | 9.9% |
| HSR 7 Total | 523,803 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200
% FPL**

**From Census Small Area Health Insurance
Estimates 2013**

**Health Service
Region - 8**

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------------|--|--------------------|
| ATASCOSA | 9,105 | 1.8% |
| BANDERA | 2,804 | 0.6% |
| BEXAR | 346,692 | 69.3% |
| CALHOUN | 3,991 | 0.8% |
| COMAL | 13,462 | 2.7% |
| DEWITT | 3,028 | 0.6% |
| DIMMIT | 2,579 | 0.5% |
| EDWARDS | 359 | 0.1% |
| FRIO | 3,510 | 0.7% |
| GILLESPIE | 3,233 | 0.6% |
| GOLIAD | 1,014 | 0.2% |
| GONZALES | 4,348 | 0.9% |
| GUADALUPE | 19,872 | 4.0% |
| JACKSON | 2,231 | 0.4% |
| KARNES | 2,027 | 0.4% |
| KENDALL | 3,526 | 0.7% |
| KERR | 7,748 | 1.5% |
| KINNEY | 504 | 0.1% |
| LA SALLE | 1,226 | 0.2% |
| LAVACA | 2,766 | 0.6% |
| MAVERICK | 15,928 | 3.2% |
| MEDINA | 7,513 | 1.5% |
| REAL | 628 | 0.1% |
| UVALDE | 6,383 | 1.3% |
| VAL VERDE | 10,163 | 2.0% |
| VICTORIA | 16,370 | 3.3% |
| WILSON | 5,567 | 1.1% |
| ZAVALA | 3,427 | 0.7% |
| HSR 8 Total | 500,004 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates
2013

Health Service Region - 9

| COUNTY | Women at or Below 200 % FPL | % by County |
|--------------|--------------------------------|---------------|
| ANDREWS | 2,291 | 2.3% |
| BORDEN | 66 | 0.1% |
| COKE | 494 | 0.5% |
| CONCHO | 447 | 0.5% |
| CRANE | 644 | 0.7% |
| CROCKETT | 620 | 0.6% |
| DAWSON | 2,268 | 2.3% |
| ECTOR | 27,494 | 27.8% |
| GAINES | 3,771 | 3.8% |
| GLASSCOCK | 118 | 0.1% |
| HOWARD | 5,602 | 5.7% |
| IRION | 185 | 0.2% |
| KIMBLE | 791 | 0.8% |
| LOVING | 16 | 0.0% |
| MARTIN | 813 | 0.8% |
| MASON | 688 | 0.7% |
| MCCULLOCH | 1,627 | 1.6% |
| MENARD | 405 | 0.4% |
| MIDLAND | 19,938 | 20.2% |
| PECOS | 2,388 | 2.4% |
| REAGAN | 500 | 0.5% |
| REEVES | 2,238 | 2.3% |
| SCHLEICHER | 530 | 0.5% |
| STERLING | 101 | 0.1% |
| SUTTON | 545 | 0.6% |
| TERRELL | 144 | 0.1% |
| TOM GREEN | 20,662 | 20.9% |
| UPTON | 477 | 0.5% |
| WARD | 1,737 | 1.8% |
| WINKLER | 1,185 | 1.2% |
| HSR 9 | 98,785 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %
FPL**

From Census Small Area Health Insurance

Estimates 2013 Health Service Region - 10

| COUNTY | Women at or Below 200 % | % by County |
|---------------------|------------------------------------|--------------------|
| BREWSTER | 1,612 | 0.8% |
| CULBERSON | 536 | 0.3% |
| EL PASO | 204,281 | 97.6% |
| HUDSPETH | 882 | 0.4% |
| JEFF DAVIS | 295 | 0.1% |
| PRESIDIO | 1,625 | 0.8% |
| HSR 10 Total | 209,231 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL
From Census Small Area Health Insurance
Estimates 2013**

Health Service Region - 11

| COUNTY | Women at or Below 200 % FPL | % by County |
|---------------------|--|--------------------|
| ARANSAS | 4,015 | 0.7% |
| BEE | 5,575 | 1.0% |
| BROOKS | 1,736 | 0.3% |
| CAMERON | 120,451 | 21.0% |
| DUVAL | 2,245 | 0.4% |
| HIDALGO | 238,742 | 41.6% |
| JIM HOGG | 1,172 | 0.2% |
| JIM WELLS | 8,378 | 1.5% |
| KENEDY | 100 | 0.0% |
| KLEBERG | 6,618 | 1.2% |
| LIVE OAK | 1,464 | 0.3% |
| MCMULLEN | 49 | 0.0% |
| NUECES | 68,351 | 11.9% |
| REFUGIO | 1,149 | 0.2% |
| SAN PATRICIO | 11,644 | 2.0% |
| STARR | 18,922 | 3.3% |
| WEBB | 74,695 | 13.0% |
| WILLACY | 5,168 | 0.9% |
| ZAPATA | 3,677 | 0.6% |
| HSR 11 Total | 574,151 | 100.0% |

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

Attachment B – Contractor’s Revised Program Forms

FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of
Respondent:**

Harris County Hospital District

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

| | |
|------------------------------|---------------|
| Total Funding Request | \$ 230,576.00 |
|------------------------------|---------------|

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

| | |
|--|-------|
| Proposed Number of Clinical Clients to be Served: | 2,000 |
|--|-------|

Attachment C – Contractor’s Revised Budget

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Budget Categories | Total HTW Budget (1) | HTW Categorical (2) | HTW Fee-For-Service (3) |
|---------------------------|-------------------------|------------------------|----------------------------|
| A. Personnel | \$549,758 | \$154,238 | \$395,520 |
| B. Fringe Benefits | \$153,932 | \$43,187 | \$110,745 |
| C. Travel | \$2,490 | \$2,490 | |
| D. Equipment | \$0 | | |
| E. Supplies | \$21,800 | \$2,800 | \$19,000 |
| F. Contractual | \$0 | | |
| G. Other | \$4,725 | \$4,725 | \$0 |
| H. Total Direct Costs | \$732,705 | \$207,440 | \$525,265 |
| I. Indirect Costs | \$55,970 | \$23,136 | \$32,834 |
| J. Total (Sum of H and I) | \$788,675 | \$230,576 | \$558,099 |
| | | | |

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

| | Budget Category | Distribution Total | Budget Total | Budget Category | Distribution Total | Budget Total |
|-------------------|-----------------|--------------------|--------------|-----------------|--------------------|--------------|
| Check Totals For: | Personnel | \$549,758 | \$549,758 | Fringe Benefits | \$153,932 | \$153,932 |
| | Travel | \$2,490 | \$2,490 | Equipment | \$0 | \$0 |
| | Supplies | \$21,800 | \$21,800 | Contractual | \$0 | \$0 |
| | Other | \$4,725 | \$4,725 | Indirect Costs | \$55,970 | \$55,970 |

| | | | | |
|-------------------|----------------------------|------------------|---------------------|------------------|
| TOTAL FOR: | Distribution Totals | \$788,675 | Budget Total | \$788,675 |
|-------------------|----------------------------|------------------|---------------------|------------------|

List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| PERSONNEL | Vacant Y/N | Justification | FTE's | Certification or License (Enter NA if not required) | Total Average Monthly Salary/Wage | Number of Months | Salary/Wages Requested for Project |
|---|---------------|--|-------|---|---|------------------------|--|
| Functional Title + Code E = Existing or P = Proposed | | | | | | | |
| Eligibility Auditor E | N | Audit of HTW eligibility | 1 | N/A | \$4,011.00 | 14 | \$56,154 |
| Patient Account Rep E | N | Invoice HTW FFS claims | 1 | N/A | \$3,041.00 | 14 | \$42,574 |
| Community Health Worker P | Y | Assist patients to apply for HTW | 1 | N/A | \$3,390.00 | 14 | \$47,460 |
| IT Epic Lead Business Analyst E | N | Assist with EPIC programming | 0.02 | EPIC cert | \$9,583.00 | 14 | \$2,683 |
| IT EPIC Lead Claims Analyst E | N | Assist with EPIC billing | 0.03 | EPIC cert | \$9,583.00 | 14 | \$4,025 |
| IT EPIC Lead Clinical Analyst E | N | Assist with EPIC clinical | 0.01 | EPIC cert | \$9,583.00 | 14 | \$1,342 |
| Lab Technicians E | N | Perform lab tests for HTW patients | 1 | AMT | \$3,078.00 | 14 | \$43,092 |
| Medical Assistants/LVNs E | N | Clinical support (Vital signs, injections) | 1 | Med Asst/LVN | \$2,755.00 | 14 | \$38,570 |
| Pharmacists E | N | Assist patients with prescriptions | 1 | RPh | \$9,653.00 | 14 | \$135,142 |
| Pharmacy Technicians E | N | Assist pharmacists with prescriptions | 0.05 | CPT | \$2,989.00 | 14 | \$2,092 |
| Registered Nurses E | N | Assist patients with medical treatment | 2 | RN | \$6,308.00 | 14 | \$176,624 |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
| TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS | | | | | | | \$0 |
| | | | | | SalaryWage Total | | \$549,758 |

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

| | | |
|---------------------------------|------------------------------|-----------|
| Required FICA employer matching | | |
| Health insurance | | |
| Dental insurance | | |
| Life insurance | | |
| Vision insurance | | |
| 401K/Pension matching | | |
| | Fringe Benefit Rate % | 28.00% |
| | | |
| | | |
| | Fringe Benefits Total | \$153,932 |

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Conference / Workshop Travel Costs | | | | | |
|--|--------------------|------------------------|----------------|--------------|----------------|
| Description of Conference/Workshop | Justification | Location City/State | Number of: | Travel Costs | |
| | | | Days/Employees | | |
| New contractor training | Training for staff | Austin, TX | 2/3 | Mileage | \$90 |
| | | | | Airfare | \$900 |
| | | | | Meals | \$300 |
| | | | | Lodging | \$1,050 |
| | | | | Other Costs | \$150 |
| | | | | Total | \$2,490 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | | |
| TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS | | | | | \$0 |

Total for Conference / Workshop Travel

\$2,490

Other / Local Travel Costs

| Justification | Number of Miles | Mileage Reimbursement Rate | Mileage Cost (a) | Other Costs (b) | Total (a) + (b) |
|---|-----------------|----------------------------|------------------|-----------------|-----------------|
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS | | | | | \$0 |

Total for Other / Local Travel

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$2,490

Total Travel Costs: \$2,490

Indicate Policy Used:

Respondent's Travel Policy ☒State of Texas Travel Policy ☐

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

| Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]</small> | Purpose & Justification | Total Cost |
|---|--|------------|
| Pharmaceuticals | LARCs | \$15,000 |
| Pharmaceuticals | Clinic Administered Medications | \$4,000 |
| Pharmacy Supplies | Packaging and dispensing supplies | \$1,800 |
| Office supplies | Supplies needed in clinics or administration | \$1,000 |
| | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS | | \$0 |

Total Amount Requested for Supplies:

\$21,800

FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: **HARRIS COUNTY HOSPITAL DISTRICT**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

| CONTRACTOR NAME (Agency or Individual) | DESCRIPTION OF SERVICES (Scope of Work) | Justification | METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum) | # of Months, Hours, Units, etc. | RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount) | TOTAL |
|---|--|---------------|---|---------------------------------------|---|-------|
| | | N/A | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS | | | | | | \$0 |

Total Amount Requested for CONTRACTUAL: **\$0**

FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)] | Purpose & Justification | Total Cost |
|--|-------------------------|------------|
| Pens with imprint (5,000 x .36) | Promote HTW program | \$1,800 |
| Magnet 2017 calendar with imprint (2,500 x .85) | Promote HTW program | \$2,125 |
| ACOG contraceptive posters & handouts | Promote HTW program | \$650 |
| ACOG contraceptive flip charts & handouts | Promote HTW program | \$150 |
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| | | |
| TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS | | \$0 |

Total Amount Requested for Other:

\$4,725

FORM F - 7 Indirect Costs

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Total amount of indirect costs allocable to the project:

Amount:

\$58,725

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. **Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)**

RATE: Using 15% of Personnel. Standard rate usually allowed by
BASE: DSHS.

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. **Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.**

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| PERSONNEL | Vacant Y/N | Justification | FTE's | Certification or License (Enter NA if not required) | Total Average Monthly Salary/Wage | Number of Months | Salary/Wages Requested for Project |
|---|-----------------------|----------------------|--------------|--|--|-------------------------|---|
| Functional Title + Code E = Existing or P = Proposed | | | | | | | |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
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| | | | | | | | \$0 |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
| | | | | | SalaryWage Total | | \$0 |

FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: HARRIS COUNTY HOSPITAL DISTRICT

| PERSONNEL | | | | | | | |
|---|---------------|---------------|-------|---|---|------------------------|--|
| Functional Title + Code E = Existing or P = Proposed | Vacant Y/N | Justification | FTE's | Certification or License (Enter NA if not required) | Total Average Monthly Salary/Wage | Number of Months | Salary/Wages Requested for Project |
| | | | | | | | \$0 |
| | | | | | | | \$0 |
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| | | | | | | | \$0 |
| | | | | | | | \$0 |
| | | | | | | SalaryWage Total | \$0 |

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Conference / Workshop Travel Costs | | | | | |
|---------------------------------------|---------------|---------------------------|------------------------------|--------------|-----|
| Description of Conference/Workshop | Justification | Location (City, State) | Number of: Days/Employees | Travel Costs | |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |

Total for Conference / Workshop Travel

\$0

Other / Local Travel Costs

| Justification | Number of Miles | Mileage Reimbursement Rate | Mileage Cost (a) | Other Costs (b) | Total (a) + (b) |
|---------------|-----------------|----------------------------|------------------|-----------------|-----------------|
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
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| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |

Total for Other / Local Travel

\$0

Other / Local Travel Costs: **\$0**

Conference / Workshop Travel Costs: **\$0**

Total Travel Costs: \$0

FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Conference / Workshop Travel Costs

| Description of Conference/Workshop | Justification | Location (City, State) | Number of: Days/Employees | Travel Costs | |
|---------------------------------------|---------------|---------------------------|------------------------------|--------------|-----|
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |

Total for Conference / Workshop Travel

\$0

Revised: 7/6/2009

Other / Local Travel Costs

| Justification | Number of Miles | Mileage Reimbursement Rate | Mileage Cost (a) | Other Costs (b) | Total (a) + (b) |
|---------------|-----------------|----------------------------|------------------|-----------------|-----------------|
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |

Total for Other / Local Travel**\$0****Other / Local Travel Costs:** **\$0****Conference / Workshop Travel Costs:** **\$0****Total Travel Costs:** **\$0**

Detail Form (Supplemental)

HARRIS COUNTY HOSPITAL DISTRICT

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

[illegible]

\$0

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category
Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

| Description of Item | Purpose & Justification | Number of Units | Cost Per Unit | Total |
|---------------------|-------------------------|--------------------|---------------|-------|
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
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Total Amount Requested for Equipment:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

| Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)] | Purpose & Justification | Total Cost |
|--|-------------------------|------------|
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Total Amount Requested for Supplies:

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

| Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)] | Purpose & Justification | Total Cost |
|--|-------------------------|------------|
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Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: HARRIS COUNTY HOSPITAL DISTRICT

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

| CONTRACTOR NAME (Agency or Individual) | DESCRIPTION OF SERVICES (Scope of Work) | Justification | METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum) | # of Months, Hours, Units, etc. | RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount) | TOTAL |
|---|--|---------------|---|---------------------------------------|--|-------|
| | | | | | | \$0 |
| | | | | | | \$0 |
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| | | | | | | \$0 |

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: HARRIS COUNTY HOSPITAL DISTRICT

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

| CONTRACTOR NAME (Agency or Individual) | DESCRIPTION OF SERVICES (Scope of Work) | Justification | METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum) | # of Months, Hours, Units, etc. | RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount) | TOTAL |
|---|--|---------------|---|---------------------------------------|--|-------|
| | | | | | | \$0 |
| | | | | | | \$0 |
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| | | | | | | \$0 |
| | | | | | | \$0 |

Total Amount Requested for CONTRACTUAL:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)] | Purpose & Justification | Total Cost |
|--|-------------------------|------------|
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Total Amount Requested for Other:

\$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)] | Purpose & Justification | Total Cost |
|--|-------------------------|------------|
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Total Amount Requested for Other:

\$0

Attachment D – Contractor's Original Application



**From Harris County Hospital District
dba Harris Health System**

**Response to Healthy Texas Women
Request for Proposal (RFP)
RFP No. 529-16-0094**

Submitted on April 29, 2016



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 1 for SOLICITATION: # 529-16-0094

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____

Date: _____

Printed

or

Typed

Name

of

Authorized

Signature: George V. Masi

Business Entity Name: Harris County Hospital District



SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 2
for
SOLICITATION: # 529-16-0094

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP
Amendment -- 4-15-1

HTW Sign In Sheet.PDF

Microsoft Excel
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: _____

Date: _____

Printed

or

Typed

Name

of

Authorized

Signature: George V. Masi

Business Entity Name: Harris County Hospital District



HHS Procurement and Contracting Services

SOLICITATION ADDENDUM

SOLICITATION ADDENDUM: # 3 for SOLICITATION: # 529-16-0094

Date: 4/20/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi
Phone: 512-406-2410
Fax: 512-406-2688

Date Due: 05/2/2016

Time Due: 2:00 pm

DESCRIPTION OF THE ADDENDUM:

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.



HTW RFP
Amendment #3

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: 

Date: 4.22.16

Printed or Typed Name of Authorized Signature: George V. Masi

Business Entity Name: Harris County Hospital District

Section 1 – Executive Summary

The Harris County Hospital District, doing business as Harris Health System or Harris Health, was created by voter referendum in November 1965 and formally came into being as a political subdivision with taxing authority on January 1, 1966. Harris Health owns and operates three hospitals and numerous primary and specialty care clinics throughout Harris County, Texas, United States, including the city of Houston. Its purpose is to deliver access to cost-effective, quality healthcare in a compassionate manner to all residents of Harris County regardless of their ability to pay. It is at the core of the Harris Health strategic plan to accelerate its transformation into a high-performing, fully integrated healthcare-delivery system and to achieve our vision of “Improving the Health of our Community”.

The Harris Health Ambulatory Care Services platform has extensive experience in providing women’s health and family planning services. Currently we have 18 sites that provide primary-care services including preventive medicine (well-woman exams and other preventive services), immunizations, and breast/cervical-cancer screening. Family planning and contraceptive services are provided on site. Most diagnostic testing and other specialty services are provided at our 2 outpatient multi-specialty clinics. Harris Health Pharmacy Services for prescription-drugs are co-located at most of our clinical sites. Harris Health has been a contractor for the Texas Department of State Health Services Expanded Primary Health Care program, Title V Maternal Child Health program, Breast and Cervical Cancer Screening program, as well as the Texas Women’s Health Program.

Harris Health is an integrated healthcare system with the infrastructure, expertise and experience and is well positioned to meet the business requirements of the Healthy Texas Women Program. Currently, we have identified 17,000 established patients that meet the criteria of the HTW Fee-for-Service Program. It is our intention to recruit and educate these women on the program and available services as well as help guide them through the eligibility process. Though this entire patient population may not seek care during this program year, we propose to reach out and engage as many as possible in our healthcare services.

Harris Health employs over 8,000 clinical and non-clinical staff members to deliver quality care to our patients. All facilities are staffed with physicians and medical residents through an affiliation agreement with the Baylor College of Medicine (BCM) and the University of Texas Health Science Center at Houston (UTHealth). It is our intention to increase awareness of all staff and providers regarding the new Healthy Texas Women Program. We will plan and facilitate the implementation of staff and provider training to enhance delivery of women’s health services with special focus on promoting the use of long acting reversible contraceptives (LARCs).

Harris Health has multiple quality-review forums and functions that support its mission to improve our community’s health by delivering high-quality healthcare. Board of Managers (BOM) is the governing body of Harris Health. It maintains ultimate authority and responsibility for the review, approval, and monitoring of our Quality, Safety, and Performance Improvement Plan.

In regards to our financial capacity, this evidence would be available upon request. Due to the Harris Health entity structure, the corporate guarantee is not applicable. As it relates to bonding, Harris Health maintains a Commercial Crime Policy which covers employee theft.

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent:

Harris County Hospital District

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

| PROGRAM FORMS | DESCRIPTION | Included | Page # |
|---------------|--|----------|--------|
| A | Proposal Table and Contents and Checklist | x | 2 |
| B | Texas Counties and Regions List Served by Project | x | 3 |
| C | Contact Person Information | x | 4 |
| D | Deleted -- nothing to be submitted | x | 5 |
| E | Deleted -- nothing to be submitted | x | 6 |
| F | Budget Summary and Details | x | 7 |
| G | Respondent Background | x | 17 |
| H | Funding Request and Performance Measures | x | 38 |
| I | Work Plan | x | 39 |
| J | Assessment Narrative | x | 65 |
| K | Healthy Texas Women Clinic Site Readiness | x | 68 |
| K-1 | Healthy Texas Women Clinic Sites* | x | 69 |
| | *Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid | | |
| L | Staff Development Plan | x | 84 |
| L-1 | Staff Development Training Calendar | x | 87 |
| M | Community Education/Program Promotion Plan | x | 88 |
| M-1 | Community Education/Program Promotion Calendar | x | 90 |

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

| REQUIRED FORMS | DESCRIPTION | Included | Page # |
|----------------|--|----------|--------------|
| 1 | Child Support Certification | x | 102 |
| 2 | Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts | x | 103 |
| 3 | Required Certifications | x | 104 |
| 4 | Federal Lobbying Certification | x | 106 |
| 5 | Anti-Trust Certification | x | 107 |
| 6 | Respondent Information and Disclosures | x | 108 |
| 7 | HUB Subcontracting Plan (HSP) | x | Sec 6 (p100) |
| 8 | HHS Information Security and Privacy Initial Inquiry (SPI) | x | 113 |

FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

| Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R | Counties | <input type="checkbox"/> | R |
|---------------|--------------------------|----|------------|-------------------------------------|----|------------|--------------------------|----|---------------|--------------------------|----|--------------|--------------------------|----|
| -A- | | | Crosby | <input type="checkbox"/> | 01 | Hays | <input type="checkbox"/> | 07 | Martin | <input type="checkbox"/> | 09 | Schleicher | <input type="checkbox"/> | 09 |
| Anderson | <input type="checkbox"/> | 04 | Culberson | <input type="checkbox"/> | 10 | Hemphill | <input type="checkbox"/> | 01 | Mason | <input type="checkbox"/> | 09 | Scurry | <input type="checkbox"/> | 02 |
| Andrews | <input type="checkbox"/> | 09 | -D- | | | Henderson | <input type="checkbox"/> | 04 | Matagorda | <input type="checkbox"/> | 06 | Shackelford | <input type="checkbox"/> | 02 |
| Angelina | <input type="checkbox"/> | 05 | Dallam | <input type="checkbox"/> | 01 | Hidalgo | <input type="checkbox"/> | 11 | Maverick | <input type="checkbox"/> | 08 | Shelby | <input type="checkbox"/> | 05 |
| Aransas | <input type="checkbox"/> | 11 | Dallas | <input type="checkbox"/> | 03 | Hill | <input type="checkbox"/> | 07 | McCulloch | <input type="checkbox"/> | 09 | Sherman | <input type="checkbox"/> | 01 |
| Archer | <input type="checkbox"/> | 02 | Dawson | <input type="checkbox"/> | 09 | Hockley | <input type="checkbox"/> | 01 | McLennan | <input type="checkbox"/> | 07 | Smith | <input type="checkbox"/> | 04 |
| Armstrong | <input type="checkbox"/> | 01 | Deaf Smith | <input type="checkbox"/> | 01 | Hood | <input type="checkbox"/> | 03 | McMullen | <input type="checkbox"/> | 11 | Somervell | <input type="checkbox"/> | 03 |
| Atascosa | <input type="checkbox"/> | 08 | Delta | <input type="checkbox"/> | 04 | Hopkins | <input type="checkbox"/> | 04 | Medina | <input type="checkbox"/> | 08 | Starr | <input type="checkbox"/> | 11 |
| Austin | <input type="checkbox"/> | 06 | Denton | <input type="checkbox"/> | 03 | Houston | <input type="checkbox"/> | 05 | Menard | <input type="checkbox"/> | 09 | Stephens | <input type="checkbox"/> | 02 |
| -B- | | | DeWitt | <input type="checkbox"/> | 08 | Howard | <input type="checkbox"/> | 09 | Midland | <input type="checkbox"/> | 09 | Sterling | <input type="checkbox"/> | 09 |
| Bailey | <input type="checkbox"/> | 01 | Dickens | <input type="checkbox"/> | 01 | Hudspeth | <input type="checkbox"/> | 10 | Milam | <input type="checkbox"/> | 07 | Stonewall | <input type="checkbox"/> | 02 |
| Bandera | <input type="checkbox"/> | 08 | Dimmit | <input type="checkbox"/> | 08 | Hunt | <input type="checkbox"/> | 03 | Mills | <input type="checkbox"/> | 07 | Sutton | <input type="checkbox"/> | 09 |
| Bastrop | <input type="checkbox"/> | 07 | Donley | <input type="checkbox"/> | 01 | Hutchinson | <input type="checkbox"/> | 01 | Mitchell | <input type="checkbox"/> | 02 | Swisher | <input type="checkbox"/> | 01 |
| Baylor | <input type="checkbox"/> | 02 | Duval | <input type="checkbox"/> | 11 | -I- | | | Montague | <input type="checkbox"/> | 02 | -T- | | |
| Bee | <input type="checkbox"/> | 11 | -E- | | | Irion | <input type="checkbox"/> | 09 | Montgomery | <input type="checkbox"/> | 06 | Tarrant | <input type="checkbox"/> | 03 |
| Bell | <input type="checkbox"/> | 07 | Eastland | <input type="checkbox"/> | 02 | -J- | | | Moore | <input type="checkbox"/> | 01 | Taylor | <input type="checkbox"/> | 02 |
| Bexar | <input type="checkbox"/> | 08 | Ector | <input type="checkbox"/> | 09 | Jack | <input type="checkbox"/> | 02 | Morris | <input type="checkbox"/> | 04 | Terrell | <input type="checkbox"/> | 09 |
| Blanco | <input type="checkbox"/> | 07 | Edwards | <input type="checkbox"/> | 08 | Jackson | <input type="checkbox"/> | 08 | Motley | <input type="checkbox"/> | 01 | Terry | <input type="checkbox"/> | 01 |
| Borden | <input type="checkbox"/> | 09 | Ellis | <input type="checkbox"/> | 03 | Jasper | <input type="checkbox"/> | 05 | -N- | | | Throckmorton | <input type="checkbox"/> | 02 |
| Bosque | <input type="checkbox"/> | 07 | El Paso | <input type="checkbox"/> | 10 | Jeff Davis | <input type="checkbox"/> | 10 | Nacogdoches | <input type="checkbox"/> | 05 | Titus | <input type="checkbox"/> | 04 |
| Bowie | <input type="checkbox"/> | 04 | Erath | <input type="checkbox"/> | 03 | Jefferson | <input type="checkbox"/> | 05 | Navarro | <input type="checkbox"/> | 03 | Tom Green | <input type="checkbox"/> | 09 |
| Brazoria | <input type="checkbox"/> | 06 | -F- | | | Jim Hogg | <input type="checkbox"/> | 11 | Newton | <input type="checkbox"/> | 05 | Travis | <input type="checkbox"/> | 07 |
| Brazos | <input type="checkbox"/> | 07 | Falls | <input type="checkbox"/> | 07 | Jim Wells | <input type="checkbox"/> | 11 | Nolan | <input type="checkbox"/> | 02 | Trinity | <input type="checkbox"/> | 05 |
| Brewster | <input type="checkbox"/> | 10 | Fanning | <input type="checkbox"/> | 03 | Johnson | <input type="checkbox"/> | 03 | Nueces | <input type="checkbox"/> | 11 | Tyler | <input type="checkbox"/> | 05 |
| Briscoe | <input type="checkbox"/> | 01 | Fayette | <input type="checkbox"/> | 07 | Jones | <input type="checkbox"/> | 02 | -O- | | | -U- | | |
| Brooks | <input type="checkbox"/> | 11 | Fisher | <input type="checkbox"/> | 02 | -K- | | | Ochiltree | <input type="checkbox"/> | 01 | Upshur | <input type="checkbox"/> | 04 |
| Brown | <input type="checkbox"/> | 02 | Floyd | <input type="checkbox"/> | 01 | Karnes | <input type="checkbox"/> | 08 | Oldham | <input type="checkbox"/> | 01 | Upton | <input type="checkbox"/> | 09 |
| Burleson | <input type="checkbox"/> | 07 | Foard | <input type="checkbox"/> | 02 | Kaufman | <input type="checkbox"/> | 03 | Orange | <input type="checkbox"/> | 05 | Uvalde | <input type="checkbox"/> | 08 |
| Burnet | <input type="checkbox"/> | 07 | Fort Bend | <input type="checkbox"/> | 06 | Kendall | <input type="checkbox"/> | 08 | -P- | | | -V- | | |
| -C- | | | Franklin | <input type="checkbox"/> | 04 | Kenedy | <input type="checkbox"/> | 11 | Palo Pinto | <input type="checkbox"/> | 03 | Val Verde | <input type="checkbox"/> | 08 |
| Caldwell | <input type="checkbox"/> | 07 | Freestone | <input type="checkbox"/> | 07 | Kent | <input type="checkbox"/> | 02 | Panola | <input type="checkbox"/> | 04 | Van Zandt | <input type="checkbox"/> | 04 |
| Calhoun | <input type="checkbox"/> | 08 | Frio | <input type="checkbox"/> | 08 | Kerr | <input type="checkbox"/> | 08 | Parker | <input type="checkbox"/> | 03 | Victoria | <input type="checkbox"/> | 08 |
| Callahan | <input type="checkbox"/> | 02 | -G- | | | Kimble | <input type="checkbox"/> | 09 | Parmer | <input type="checkbox"/> | 01 | -W- | | |
| Cameron | <input type="checkbox"/> | 11 | Gaines | <input type="checkbox"/> | 09 | King | <input type="checkbox"/> | 01 | Pecos | <input type="checkbox"/> | 09 | Walker | <input type="checkbox"/> | 06 |
| Camp | <input type="checkbox"/> | 04 | Galveston | <input type="checkbox"/> | 06 | Kinney | <input type="checkbox"/> | 08 | Polk | <input type="checkbox"/> | 05 | Waller | <input type="checkbox"/> | 06 |
| Carson | <input type="checkbox"/> | 01 | Garza | <input type="checkbox"/> | 01 | Kleberg | <input type="checkbox"/> | 11 | Potter | <input type="checkbox"/> | 01 | Ward | <input type="checkbox"/> | 09 |
| Cass | <input type="checkbox"/> | 04 | Gillespie | <input type="checkbox"/> | 08 | Knox | <input type="checkbox"/> | 02 | Presidio | <input type="checkbox"/> | 10 | Washington | <input type="checkbox"/> | 07 |
| Castro | <input type="checkbox"/> | 01 | Glasscock | <input type="checkbox"/> | 09 | -L- | | | -R- | | | Webb | <input type="checkbox"/> | 11 |
| Chambers | <input type="checkbox"/> | 06 | Goliad | <input type="checkbox"/> | 08 | Lamar | <input type="checkbox"/> | 04 | Rains | <input type="checkbox"/> | 04 | Wharton | <input type="checkbox"/> | 06 |
| Cherokee | <input type="checkbox"/> | 04 | Gonzales | <input type="checkbox"/> | 08 | Lamb | <input type="checkbox"/> | 01 | Randall | <input type="checkbox"/> | 01 | Wheeler | <input type="checkbox"/> | 01 |
| Childress | <input type="checkbox"/> | 01 | Gray | <input type="checkbox"/> | 01 | Lampasas | <input type="checkbox"/> | 07 | Reagan | <input type="checkbox"/> | 09 | Wichita | <input type="checkbox"/> | 02 |
| Clay | <input type="checkbox"/> | 02 | Grayson | <input type="checkbox"/> | 03 | La Salle | <input type="checkbox"/> | 08 | Real | <input type="checkbox"/> | 08 | Wilbarger | <input type="checkbox"/> | 02 |
| Cochran | <input type="checkbox"/> | 01 | Gregg | <input type="checkbox"/> | 04 | Lavaca | <input type="checkbox"/> | 08 | Red River | <input type="checkbox"/> | 04 | Willacy | <input type="checkbox"/> | 11 |
| Coke | <input type="checkbox"/> | 09 | Grimes | <input type="checkbox"/> | 07 | Lee | <input type="checkbox"/> | 07 | Reeves | <input type="checkbox"/> | 09 | Williamson | <input type="checkbox"/> | 07 |
| Coleman | <input type="checkbox"/> | 02 | Guadalupe | <input type="checkbox"/> | 08 | Leon | <input type="checkbox"/> | 07 | Refugio | <input type="checkbox"/> | 11 | Wilson | <input type="checkbox"/> | 08 |
| Collin | <input type="checkbox"/> | 03 | -H- | | | Liberty | <input type="checkbox"/> | 06 | Roberts | <input type="checkbox"/> | 01 | Winkler | <input type="checkbox"/> | 09 |
| Collingsworth | <input type="checkbox"/> | 01 | Hale | <input type="checkbox"/> | 01 | Limestone | <input type="checkbox"/> | 07 | Robertson | <input type="checkbox"/> | 07 | Wise | <input type="checkbox"/> | 03 |
| Colorado | <input type="checkbox"/> | 06 | Hall | <input type="checkbox"/> | 01 | Lipscomb | <input type="checkbox"/> | 01 | Rockwall | <input type="checkbox"/> | 03 | Wood | <input type="checkbox"/> | 04 |
| Comal | <input type="checkbox"/> | 08 | Hamilton | <input type="checkbox"/> | 07 | Live Oak | <input type="checkbox"/> | 11 | Runnels | <input type="checkbox"/> | 02 | -Y- | | |
| Comanche | <input type="checkbox"/> | 02 | Hansford | <input type="checkbox"/> | 01 | Llano | <input type="checkbox"/> | 07 | Rusk | <input type="checkbox"/> | 04 | Yoakum | <input type="checkbox"/> | 01 |
| Concho | <input type="checkbox"/> | 09 | Hardeman | <input type="checkbox"/> | 02 | Loving | <input type="checkbox"/> | 09 | -S- | | | Young | <input type="checkbox"/> | 02 |
| Cooke | <input type="checkbox"/> | 03 | Hardin | <input type="checkbox"/> | 05 | Lubbock | <input type="checkbox"/> | 01 | Sabine | <input type="checkbox"/> | 05 | -Z- | | |
| Coryell | <input type="checkbox"/> | 07 | Harris | <input checked="" type="checkbox"/> | 06 | Lynn | <input type="checkbox"/> | 01 | San Augustine | <input type="checkbox"/> | 05 | Zapata | <input type="checkbox"/> | 11 |
| Cottle | <input type="checkbox"/> | 02 | Harrison | <input type="checkbox"/> | 04 | -M- | | | San Jacinto | <input type="checkbox"/> | 05 | Zavala | <input type="checkbox"/> | 08 |
| Crane | <input type="checkbox"/> | 09 | Hartley | <input type="checkbox"/> | 01 | Madison | <input type="checkbox"/> | 07 | San Patricio | <input type="checkbox"/> | 11 | | | |
| Crockett | <input type="checkbox"/> | 09 | Haskell | <input type="checkbox"/> | 02 | Marion | <input type="checkbox"/> | 04 | San Saba | <input type="checkbox"/> | 07 | | | |

FORM C: CONTACT PERSON INFORMATION

Legal Business Name of
Respondent:

Harris County Hospital District

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

Contacts

| <i>Billing Contact</i> | | <i>Executive Director</i> | |
|------------------------|--|---------------------------|--|
| Last Name: | Strawn | Last Name: | Masi |
| First Name: | Tina | First Name: | George |
| Salutation: | Ms. | Salutation: | Mr. |
| Title: | Director of Operations – Patient Financial Services | Title: | President/CEO |
| Email: | Tina.Strawn@harrishealth.org | Email: | George.Masi@harrishealth.org |
| Phone: | 713/566-4325 | Phone: | 713/566-6403 |

| <i>Financial Director</i> | | <i>Medical Director</i> | |
|---------------------------|--|-------------------------|--|
| Last Name: | Norby | Last Name: | Babber |
| First Name: | Michael | First Name: | Parikshet |
| Salutation: | Mr. | Salutation: | Dr. |
| Title: | Chief Financial Officer | Title: | Chief Medical Officer |
| Email: | Michael.Norby@harrishealth.org | Email: | Parishet.Babber@harrishealth.org |
| Phone: | 713/566-6790 | Phone: | 713/566-2012 |

| <i>Primary Program Contact</i> | | <i>Quality Assurance Contact</i> | |
|--------------------------------|--|----------------------------------|--|
| Last Name: | Boswell | Last Name: | Victorian |
| First Name: | Deborah | First Name: | Christine |
| Salutation: | Mrs. | Salutation: | Ms. |
| Title: | Director Community Outreach Services | Title: | Director Quality & Patient Safety |
| Email: | Deborah.Boswell@harrishealth.org | Email: | Christine.Victorian@harrishealth.org |
| Phone: | 713/566-1240 | Phone: | 713/566-3845 |

FORM D

Intentionally Left Blank

FORM E

Intentionally Left Blank

FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Budget Categories | Total HTW Budget (1) | HTW Categorical (2) | HTW Fee-For-Service (3) |
|---------------------------|-------------------------|------------------------|----------------------------|
| A. Personnel | \$510,348 | \$155,190 | \$355,158 |
| B. Fringe Benefits | \$153,104 | \$46,557 | \$106,547 |
| C. Travel | \$2,490 | \$2,490 | |
| D. Equipment | \$0 | | |
| E. Supplies | \$22,000 | \$2,766 | \$19,234 |
| F. Contractual | \$0 | | |
| G. Other | \$5,000 | \$5,000 | \$0 |
| H. Total Direct Costs | \$692,942 | \$212,003 | \$480,939 |
| I. Indirect Costs | \$53,274 | \$23,279 | \$29,995 |
| J. Total (Sum of H and I) | \$746,216 | \$235,282 | \$510,934 |

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

| | Budget Category | Distribution Total | Budget Total | Budget Category | Distribution Total | Budget Total |
|-------------------|-----------------|--------------------|--------------|-----------------|--------------------|--------------|
| Check Totals For: | Personnel | \$510,348 | \$510,348 | Fringe Benefits | \$153,104 | \$153,104 |
| | Travel | \$2,490 | \$2,490 | Equipment | \$0 | \$0 |
| | Supplies | \$22,000 | \$22,000 | Contractual | \$0 | \$0 |
| | Other | \$5,000 | \$5,000 | Indirect Costs | \$53,274 | \$53,274 |

| | | | | |
|-------------------|---------------------|-----------|--------------|-----------|
| TOTAL FOR: | Distribution Totals | \$746,216 | Budget Total | \$746,216 |
|-------------------|---------------------|-----------|--------------|-----------|

List any budget assumptions below:

FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| PERSONNEL | | Vacant Y/N | Justification | FTE's | Certification or License (Enter NA if not required) | Total Average Monthly Salary/Wage | Number of Months | Salary/Wages Requested for Project |
|---|---|---------------|--|-------|---|---|------------------------|--|
| Eligibility Auditor | E | N | Audit of HTW eligibility | 2 | N/A | \$4,011.00 | 12 | \$96,264 |
| Patient Account Rep | E | N | Invoice HTW FFS claims | 0.5 | N/A | \$3,041.00 | 12 | \$18,246 |
| Community Health Worker | P | Y | Assist patients to apply for HTW | 1 | N/A | \$3,390.00 | 12 | \$40,680 |
| Registered Nurses | E | N | Assist patients with medical treatment | 2 | RN | \$6,308.00 | 12 | \$151,392 |
| Pharmacists | E | N | Prepare prescriptions for patients | 1 | RPh | \$9,653.00 | 12 | \$115,836 |
| Pharmacy Technicians | | N | Assist pharmacists with prescriptions | 0.5 | CPT | \$2,989.00 | 12 | \$17,934 |
| Lab Technicians | | N | Perform lab tests for HTW patients | 1 | AMT | \$3,078.00 | 12 | \$36,936 |
| Medical Assistants/LVNs | | N | Clinical support (Vital signs, injections) | 1 | Med Asst/LVN | \$2,755.00 | 12 | \$33,060 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| | | | | | | | | \$0 |
| TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS | | | | | | | | \$0 |
| SalaryWage Total | | | | | | | | \$510,348 |

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Required FICA employer matching
Health insurance
Dental insurance
Life insurance
Vision insurance
401K/Pension matching

| | | |
|--|-----------------------|-----------|
| | Fringe Benefit Rate % | 30.00% |
| | | |
| | | |
| | Fringe Benefits Total | \$153,104 |

FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

| Conference / Workshop Travel Costs | | | | | |
|--|--------------------|------------------------|----------------|--------------|---------|
| Description of Conference/Workshop | Justification | Location City/State | Number of: | Travel Costs | |
| | | | Days/Employees | | |
| New contractor training | Training for staff | Austin, TX | 2/3 | Mileage | \$90 |
| | | | | Airfare | \$900 |
| | | | | Meals | \$300 |
| | | | | Lodging | \$1,050 |
| | | | | Other Costs | \$150 |
| | | | | Total | \$2,490 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | Mileage | |
| | | | | Airfare | |
| | | | | Meals | |
| | | | | Lodging | |
| | | | | Other Costs | |
| | | | | Total | \$0 |
| | | | | | |
| TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS | | | | \$0 | |

Total for Conference / Workshop Travel \$2,490

Other / Local Travel Costs

| Justification | Number of Miles | Mileage Reimbursement Rate | Mileage Cost (a) | Other Costs (b) | Total (a) + (b) |
|---|-----------------|----------------------------|------------------|-----------------|-----------------|
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| | | | \$0 | | \$0 |
| TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS | | | | | |
| | | | | | \$0 |

Total for Other / Local Travel \$0

Other / Local Travel Costs: \$0 Conference / Workshop Travel Costs: \$2,490 Total Travel Costs: \$2,490

Indicate Policy Used:

Respondent's Travel Policy X

State of Texas Travel Policy

Revised: 7/6/2009

FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

| Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)] | Purpose & Justification | Total Cost |
|--|--|------------|
| Pharmaceuticals | LARCs | \$15,000 |
| Pharmaceuticals | Clinic Administered Medications | \$4,000 |
| Pharmacy Supplies | Packaging and dispensing supplies | \$2,000 |
| Office supplies | Supplies needed in clinics or administration | \$1,000 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS | | \$0 |

Total Amount Requested for Supplies:

\$22,000

FORM F - 7 Indirect Costs

Legal Name of Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

Total amount of indirect costs allocable to the project:

Amount: \$53,274

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE: Using 15% of Personnel. Standard rate usually allowed by
BASE: DSHS.

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:
TYPE:
BASE:

GO TO PAGE 2 (below)

Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

FORM G: RESPONDENT BACKGROUND

Legal Business Name of
Respondent:

Harris County Hospital District

1. Executive Summary

The Harris County Hospital District (d/b/a Harris Health System or Harris Health) was created by voter referendum in November 1965 and formally came into being as a political subdivision with taxing authority on January 1, 1966.

Harris Health owns and operates three hospitals and numerous clinics throughout Harris County, Texas, United States, including the city of Houston. The entity's administrative offices are in Houston. Its purpose is to provide medical care to the needy residents of the county. It provides access to cost-effective, quality healthcare delivered in a compassionate manner to all residents of Harris County regardless of their ability to pay. It is at the core of the Harris Health strategic plan to accelerate its transformation into a high-performing, fully integrated healthcare-delivery system and to achieve our vision of "Improving the Health of our Community".

Our Mission: We improve our community's health by delivering high-quality healthcare to Harris County residents and by training the next generation of health professionals.

Our Vision: We will create a healthier community and be recognized as one of America's best community-owned healthcare systems.

We Value: Our Patients, Staff and Partners; Diversity and Inclusion; Compassionate Care; Trust; Integrity; Mutual Respect; Communication; Education, Research and Innovation.

Our Promise

- To provide high-quality healthcare by knowledgeable and highly trained staff;
- To provide prompt, friendly, and courteous service;
- To be sensitive and responsive to your needs and concerns as well as those of your family; and
- To provide a clean, comfortable and safe environment, in all of our settings.

Harris Health System's Board of Managers comprises nine members appointed by Harris County Commissioners' Court. Board members generously give their time, talent and leadership as they serve in an unpaid capacity. The Board is entrusted with the interpretation of the health system's mission and stewardship of its resources. It is responsible for the selection of the health system's chief executive and the overall governance and management of the system as provided by Chapter 281 of the Texas Health and Safety Code, and as delegated by Harris County Commissioners' Court.

2. Organization's structure, management systems and lines of authority

A nine-member Board of Managers appointed by the Harris County Commissioner's Court governs Harris Health and approves its annual budget. The Board of Managers appoints and delegates administrative authority and responsibilities to the President/Chief Executive Officer.

The President/CEO provides oversight to the following roles/areas:

- Chief Financial Officer
- Chief Information Officer
- Chief Medical Officer/Quality Assurance
- Chief Development Officer
- Sr. VP Human Resources
- Sr. VP & Chief Nursing Executive
- Sr. VP Operational Transformation
- Assoc. Admin of Planning and Engineering
- VP Public Policy, Government Relations, and Corporate Communications
- Executive Administration of Clinical Services
 - This role and corresponding administrative and clinical platforms are further subdivided amongst:
 - Hospitals (Ben Taub/Quentin Mease and LBJ)
 - Ambulatory Care Services platform (further subdivided between our primary community health centers and specialty care)

An affiliate of the Harris County Hospital District, Community Health Choice (CHC), promotes and supports the Harris Health values. CHC is a non-profit Health Maintenance Organization (HMO) licensed by the Texas Department of Insurance. Through its network of more than 9,000 doctors and 70 hospitals, CHC serves over 230,000 members with programs that include Medicaid State of Texas Access Reform (STAR) program for low-income children and pregnant women, Children's Health Insurance Program (CHIP) for the children of low-income parents which also includes CHIP Perinatal benefits for unborn children of pregnant women who do not qualify for Medicaid STAR, and TexHealth Harris County 3-Share Plan that subsidizes the premiums of a limited-benefit plan for previously uninsured, low-income employees of small businesses. CHC is financially self-sufficient and receives no financial support from Harris Health or from Harris County taxpayers.

The organization and lines of authority of Harris Health are depicted in the organization chart on page 41.

3. Resumes/CVs of program contacts on following pages:

- a. CEO – George Masi; see page 21
- b. CFO – Michael Norby; see page 26

- c. Medical Director – Parikshet Babber, MD; see page 29
- d. Ambulatory Care Services Administrator - Michael Gardner, MD; see page 32
- e. Program Director – Deborah Boswell; see page 36

4. Respondent's experience, knowledge, expertise, in providing Women's Health and Family Planning Services. Outline relevant admin and clinical practices

Harris Health has extensive experience in providing women's health and family planning services under our Ambulatory Care Services platform. Currently we have 18 sites that provide primary-care services including preventive medicine (well-woman exams and other preventive services), immunizations, and breast/cervical-cancer screening. Family planning and contraceptive services are provided on site. Most diagnostic testing and other specialty services are provided at our 2 outpatient multi-specialty clinics. Each site has a pharmacy for prescription-drug services. Harris Health has been a contractor for the Expanded Primary Health Care program, Title V Maternal Child Health program, Breast and Cervical Cancer Screening program, as well as the Texas Women's Health Program.

5. Respondent's experience in administering comprehensive health care.

Harris County Hospital District's 18 community health centers comprise the largest network of public primary care clinics in Texas. The network links with two multi-specialty clinics, six same-day clinics, five school-based clinics, a dental center, dialysis center, one geriatric assessment center, five mobile health units, and three hospitals. All together, Harris Health provides for close to 2 million outpatient-clinic visits a year. Harris Health also provides teaching facilities for Baylor College of Medicine (BCM) and The University of Texas Health Science Center at Houston (UTHealth).

The management and staff of Harris Health care deeply about the health and well-being of every person in our community, promoting a lifetime of wellness through healthcare services, education and support. Beyond the treatment of our patients within the walls of our healthcare facilities, our work extends into schools, churches and a myriad of community venues where we serve as a leading advocate for prevention and wellness, raising awareness on how to access and navigate our services.. Designed to reduce the human and financial costs of preventable illnesses, our community programs expand our reach, leverage our resources and multiply the positive impact of our work. Harris Health partners with local health and human service providers to coordinate services that may not be provided by Harris Health. Social Workers and Clinical Case Managers are available in the health centers to assist patients with referrals to community resources when needed. Such referrals include The Harris Center for Mental Health and IDD, City of Houston Health & Human Services Department, and other local entities.

As a large public healthcare system, Harris Health sustains all internal departments necessary to provide support service delivery and policy-making activities including finance and information technology. Harris Health facilities utilize EPIC as our electronic medical records system for clinical, education, and patient encounter documentation, including billing. EPIC also supports internal communication among providers across the system and facilitates the referral process for specialty visits.

In 2015, there were 54,696 hospital admissions at Harris Health, 6,683 babies delivered; there were 182,099 emergency visits, and 1,950,472 outpatient-clinic visits. Our patient population consists of 59.6% Hispanic, 24.9% African American, 8.3% Caucasian, 4.8% Asian, 2.% other, and 0.2% American Indian. Our patient-payor mix is as follows: Self-Pay 63.6%, Medicaid and CHIP 20.7%, Medicare 9.5%, Commercial and other funding 6.2%. With a tax base of \$574.3 million, Harris Health was able to provide more than \$626.2 million in charity care during fiscal year 2015.

Harris Health has now provided healthcare services to our community for 50 years. Its infrastructure and its effective management system are well in place and have been validated. Today, our community includes more than 1.2 million uninsured or underinsured residents. We are well positioned to implement the program outlined in this application provided additional funds are made available to us.

6. Subcontracting

None of the services under this funding opportunity will be subcontracted to an outside agency.

George V. Masi, FACHE
Curriculum Vitae

Office: 713-566-6403

Email: George.Masi@harrishealth.org

PRESENT POSITION:
(Since July, 2014)

President and Chief Executive Officer
Harris Health System
2525 Holly Hall, Texas Medical Center
Houston, Texas, 77030

**EDUCATION/SPECIAL
PROGRAMS:**

M.S. – National Resource Strategy, Industrial College of the
Armed Forces, National Defense University, Washington, D.C.,
1996

M.H.A. – Healthcare Administration, Long Island University, New
York, 1976

M.S. – Allied Health Professions, State University of New York at
Buffalo, 1971

B.A. – Education, Hofstra University, L.I., New York, 1969

Interagency Institute for Federal Healthcare Executives,
Washington, D.C., 1992

BACKGROUND SUMMARY:

Executive Vice President and Chief Operating Officer
Harris Health System
2005-2014

Administrator, Ben Taub General Hospital,
Houston, Texas 77030
2004-2005

Associate Administrator, Ben Taub General Hospital
Houston, Texas 77030
2001-2004

Commander / CEO, Winn Army Hospital
Fort Stewart, Georgia,
1999 – 2001

Chief of Staff/COO
U.S. Army Southeast Regional Medical Command,
and Dwight David Eisenhower Army Medical Center
Fort Gordon, Georgia, 1996 – 1999

Administrator
DeWitt Army Community Hospital
Fort Belvoir, Virginia, 1993 – 1995

Administrator
Cutler Army Community Hospital
Fort Devens, Massachusetts, 1992 – 1993

Commanding Officer
36th Medical Battalion
Fort Devens, Massachusetts, 1991 – 1992

Secretary of the General Staff
Headquarters
U.S. Army Health Services Command
Fort Sam Houston, Texas, 1990 – 1991

Strategic Planning Officer
Headquarters
U.S. Army Health Services Command
Fort Sam Houston, Texas, 1988 – 1990

Administrator for Clinical Services
18th Medical Command, U.S. Army
Seoul, Korea, 1986 – 1988

Assistant Professor
U.S. Army – Baylor University Graduate Program in Healthcare
Administration
Fort Sam Houston, Texas, 1982 – 1986

Medical Company Commander
194th Armored Brigade
Fort Knox, Kentucky, 1981 – 1982

Administrator for Clinical Services
Reynolds Army Hospital
Fort Sills, Oklahoma, 1977 - 1980

Assistant Chief of Service for Administration
Children's Unit, Suffolk Development Center
Melville, New York, 1976 – 1977

Graduate Student, Healthcare Administration
Long Island University, New York, 1974 – 1976

Staff Therapist, Physical Medicine Service
Brooke Army Medical Center
Fort Sam Houston, Texas, 1971 – 1973

**TEACHING/ACADEMIC
ACTIVITIES:**

Preceptor for Administrative Residency Students
U.S. Army-Baylor University Graduate Program in Healthcare
Administration, 1993 – Present

Seminar Faculty – American College of Healthcare Executives,
2003 - Present

Assistant Professor of Healthcare Administration
U.S. Army-Baylor University Graduate Program in Healthcare
Administration, 1982 - 1986

Graduate Courses Taught:

- Elements of Healthcare
- Healthcare Management
- Comparative Geomedical Healthcare Systems

**PUBLICATIONS/
PRESENTATIONS:**

Presentation: "The Courage to Lead: Critical Skills for Healthcare
Leaders" presented at the ACHE Congress on Healthcare
Administration, March, 2005 – 2013

ACHE Cluster Seminar Faculty: Leadership Seminars, 2004-2014

Leadership Development Seminars: Multiple national and
international presentations, 2005- 2014

Paper: "Strategic Planning and Innovation – Tools for Managing
Organizational Change" presented at the 1990 Texas Hospital
Association Meeting, San Antonio, Texas, July, 1990

Paper: "Total Quality Management: Strategies for
Implementation" presented at the 1990 Congress on
Administration, American College of Healthcare Executives,
Chicago, Illinois, February, 1990

Paper: "Teleradiology – A Systems Response" presented at the
1989 International Conference on Image Management and
Communication, Washington, DC, June, 1989

**PUBLICATIONS/
PRESENTATIONS:**

Publication: Dentistry Goes to the Field, Army Logician, Vol.
14, No. 5, Co-Author, 1982

Publication: Teleradiology: Managing Change Through
Technology Innovation, The Journal of Ambulatory Care

Management, Vol. 13, No. 3, 1990

MEMBERSHIPS:

American College of Healthcare Executives (ACHE), Fellow,
1992 – Present

Savannah River Chapter, American College of Healthcare
Executives, Member, 1996 - 1999

San Antonio Chapter – American College of Healthcare
Executives, Treasurer, 1989 – 1991

Association of Managers of Innovation, Member,
1988 – 1991

The Silver Caduceus Society of Korea, Member,
1988 – Present

Texas Society of Hospital Public Relations and Marketing,
1988 – 1991

HONORS AND AWARDS:

The Federal Excellence in Healthcare Leadership Award, 2001

American College of Healthcare Executives Governor's Award for
Leadership in Health in Healthcare Administration, 2000

American College of Healthcare Executives Regents Award for
Professionalism in Healthcare Administration, 1999 and 2000,
2011

The Army Surgeon General's "A" Proficiency Designator for
Healthcare Administration, 1997

American Hospital Association, Federal Healthcare Executive
Special Achievement Award, 1993

Honorary Member, Korean Military Medical Association, 1978

United States Army Order of Military Medical Merit, 1987

U.S. Army-Baylor University Outstanding Educator Award
(Healthcare Administration Class, 1983 - 1984), 1984

Mary E. Switzer Award for Outstanding Service, School of Allied
Health Professions, State University of New York at Buffalo, 1971

**PROFESSIONAL
ACTIVITIES:**

ACHE South East Chapter, President, 2013

ACHE South East Chapter, Board Member, 2009 - 2012

The Army Surgeon General's Consultant for Healthcare
Administration, 1998 – 2001

Regent for the Army (Eastern Region) American College of
Healthcare Executives, 1995 - 2000

American College of Healthcare Executives, Finance Committee,
Member, 2000 - 2001

Regent's Advisory Council for the Army, American College of
Healthcare Executives, 1989 – 1991, 1993 – 1995

Treasurer, San Antonio Chapter, American College of Healthcare
Executives, 1990 - 1991

Army Coordinator, American College of Healthcare Executives
Pacific, 1986 - 1988

Michael D. Norby, C.P.A.

2011 Erin Hills Court, Sugar Land, Texas 77479-5573
Work Phone (713) 566-6790 | Home Phone (281) 265-0352 | Cell Phone (512) 633-6977 Email:
Michael.Norby@harrishealth.org | mikenorby@outlook.com

QUALIFICATIONS

- Excellent analytical and problem solving skills, with the leadership experience and ability to facilitate continuous performance improvement within the organization.
- Over thirty years of healthcare management experience working with all levels of management, physicians, and board members. Experienced in Medicare cost reporting and reimbursement issues, Medicaid supplemental payments, IRS reporting and compliance, physician and managed care contracting, joint ventures, revenue cycle management, human resources and benefits management, as well as oversight of various support and clinical operations departments.
- Active participant in the development of strategic operational and financial plans. Coordinate development of annual capital and operating budgets, based on strategic plans. Consistently deliver timely, accurate financial reporting, and clean audit results.
- Mentor to less experienced staff for development of leadership and management skills, and improving technical knowledge and skills in healthcare finance.
- Certified Public Accountant, State of Texas (1980).

WORK HISTORY

1. Harris County Hospital District d/b/a Harris Health System ■ Houston, Texas
Executive Vice President and Chief Financial Officer **2010 – Present**
Vice President – Financial Services **2007 - 2010**

Harris County Hospital District, dba Harris Health System, located in Houston, Texas is the county's safety net provider. The county has a population of over 4 million, with almost 30% of the population being uninsured. Harris Health operates three hospitals in Harris County – Ben Taub Hospital, Lyndon B. Johnson Hospital and Quentin Mease Hospital – with a total of 794 staffed beds. Harris Health also operates an extensive system of primary care and specialty care clinics, with over one million annual visits. Almost two-thirds of the patients served are charity/self-pay, funded by Harris County ad valorem taxes and Medicaid supplemental payments. Significant roles and responsibilities include:

Representing Harris Health System at meetings of the Teaching Hospitals of Texas, and the Coalition of Transferring Hospitals, an organization made up of the six public hospitals in the state which make most of the intergovernmental transfers necessary to fund Medicaid supplemental payments in Texas – the disproportionate share program (DSH) and the Texas Medicaid 1115 waiver program. The Waiver has two major components; the Uncompensated Care pool (replacement under the Waiver for the Upper Payment Limit, or UPL, program) and the Delivery System Reform Incentive Payment (DSRIP) program. The primary goals of the DSRIP projects are to improve access to care, improve outcomes and reduce healthcare costs. Harris Health System is sponsoring 23 projects under the 1115 Waiver, and is the Anchor for Region 3, the largest region in the state, comprised of eight counties and over 160 projects.

Representing Harris Health System on the Operations Committee for the Affiliated Medical Services (AMS) agreement. AMS is a physician services organization comprised of Baylor College of Medicine and UT Health Science Center – Houston. The two medical schools provide virtually all physician services for Harris Health patients, staffing the hospitals, outpatient centers, specialty clinics and primary care clinic locations. Total providers contracted under AMS are over 750 faculty and 650 residents.

Integrity of financial information. Responsibilities include all aspects of financial reporting, budgeting, forecasting, financial planning, analysis of financial statements, treasury, cost reporting, investment/banking, analysis, variance monitoring, revenue cycle functions including patient financial operations, eligibility, health information management, government reporting and coordination of the external audit, including audit of the pension plan and 401(k) plans.

Other accomplishments include:

- Oversight of the reorganization and turnaround of the revenue cycle operations for Harris Health, beginning in 2010. The revenue cycle operations team increased net patient revenue from \$240 million in fiscal year 2010 to \$366 million in fiscal year 2015, with only a small increase in the absolute number of funded patients.
- Helped coordinate the District's \$300 million dollar bond offering, finalized in October 2007, which refinanced \$125 million in existing debt and provided approximately \$158 million in new financing for capital expansion projects. Coordinated rating agency communications, achieving an "A" rating for the District's debt.
- Improved the processes for defining, capturing and reporting key volume statistics for the District, aligning reporting with AHA standards. Implemented service line reporting which has highlighted improvement opportunities in length of stay and case management.

CFO, Heart Hospital of Austin ■ Austin, Texas

2004 - 2007

The Heart Hospital of Austin (HHA) is a 58 bed cardiac hospital, licensed as a general acute facility with a 9 bed emergency department. HHA had the largest cardiac program in Austin, with annual operating revenues exceeding \$70 million. The hospital was a joint venture partnership with local physicians, and a consolidated subsidiary of MedCath, Inc., which owned heart hospitals in ten other cities. Responsibilities included financial reporting, Sarbanes-Oxley compliance, patient access, health information management, information systems, contract management, rate/charge management and materials management functions. Significant accomplishments include:

- Renegotiated already favorable cardiac supply agreements to attain additional savings of over \$500 thousand annually.
- Developed strategic financial analysis of \$5.5 million expansion for HHA.
- Improved processes for net revenue calculations and analysis, materials management and accounts payable discrepancy resolution, and balance sheet account analyses.

Senior Finance Director, Seton Medical Center ■ Austin, Texas

1998 - 2004

Part of the Seton Healthcare Network, Seton Medical Center (SMC) is the Network's flagship hospital, licensed for 502 beds and operating 470. Annual operating revenues for SMC were over \$260 million. Joined the Network in 1998 as the Director of Network Accounting, coordinating the monthly closing process for over twenty-five reporting entities. Became Finance Director for SMC in early 2000. In addition to SMC, also served as financial support for the network's Diagnostic and Therapeutics division, a centralized ancillary services (laboratory, radiology, rehab services, etc.) management model across all of Seton's Austin facilities. Significant accomplishments include:

- Developed strategic financial analysis of approved \$50 million expansion for SMC.
- Leadership role in the development and implementation of improved revenue and accounts receivable analysis for all Network hospitals.
- Developed interim reporting projection model for Network hospitals.
- Led the development and presentation of a basic financial training course for the network's non-financial department directors and managers.

CFO, St. Joseph's Hospital and Health Center ■ Paris, Texas

1988 – 1998

St. Joseph's was a designated regional referral center, licensed for 211 beds (178 staffed), with annual operating revenues in excess of \$50 million. Significant accomplishments include:

- Development of a joint venture ambulatory surgery center with local physicians.

- Assisted in the development of a Texas non-profit medical corporation (501(a)) primary care group medical practice.
- Served as Interim CEO for six months following CEO transfer to another system hospital.
- Reopened prior year Medicare cost reports for the cost based rehabilitation unit, improving annual program reimbursement by over \$500 thousand.
- Through various reorganizations had responsibility for Human Resources, Pharmacy, Support Services and Social Services, in addition to the traditional finance functions.

CFO, Wadley Institutes ■ Dallas, Texas

1984 –

1988 Wadley operated the regional blood bank in Dallas and a small cancer hospital and research facility. Primary responsibilities included financial reporting, budgeting, IRS and Medicare regulatory filings and management of all cash, investment, debt and lease transactions. Most notable accomplishment was the oversight of the development of in-house computerized financial applications for accounting, payroll/personnel, materials management and patient receivables.

Controller, RHD Memorial Hospital ■ Dallas, Texas

1981 –

1983 Responsibilities included the coordination of capital and operating budgets, supervision of all accounting functions, including cash and rate management, and Medicare cost report filings.

Auditor, Arthur Andersen & Co. ■ Dallas, Texas

1977 –

1981 Promoted to Audit Senior in 1979. Experience gained with clients in non-profit healthcare services, other not-for-profit organizations, manufacturing and retailing industries.

EDUCATION

B.B.A., Baylor University, Waco, Texas (Summa Cum Laude, 1977)

PARIKSHET A. BABBER, MD, MBA

2923 Castlerock Court

Pearland, TX 77584

(832) 236-0640

Parikshet.Babber@harrishealth.org

Work Experience

- 08/2015 – Present **Executive Vice President & Chief Medical Officer, Harris Health System**
System level responsibilities for quality, performance improvement, accreditation, utilization, patient safety and medical staff services. Chair of Quality Governance Council, Patient Safety Committee, and the Schedule of Benefits Committee. Strive to promote a patient-centric approach, add value and improve utilization.
- 05/2014 – 08/2015 **Senior Vice President, Medical Affairs, Harris Health System, Houston, TX**
Physician Lead for system utilization management, capacity management and network development. System responsibility for case management, care management, transfer center and outside medical services (contracted external services). Executive sponsor of six Medicaid 1115 Quality Improvement Transformation Waiver with a valuation of \$90MM. Created the physician advisor program to ensure appropriate utilization and enhance quality. Proactively participate in Quality Review Councils, Medical Executive Committees, and Utilization Review Committee.
- 06/2013 – 05/2014 **Medical Director, Clinical Case Management, Harris Health System**
Directly involved in utilization management, process improvement and quality for the system. Responsible for appropriate utilization - optimizing resources and streamlining processes. Role includes performing medical necessity, continued stay, retrospective and pre-authorization reviews.
- 02/2010 – 05/2013 **Assistant Professor, MD Anderson Cancer Center, Houston, TX**
Assistant Professor in the Department of Emergency Medicine; provide emergency medical care to cancer patients. Additional roles included:
- **Team lead** (01/2012 – 05/2013) on a quality/process improvement project to reduce the length of stay in the Emergency Center. Project vastly improved Press Ganey patient satisfaction scores and other quality metrics including time to antibiotics, time to pain medications and time to provider. Awarded the division quality improvement project of the year.
 - **Director of Revenue Cycle** (12/2011 – 05/2013) - Increased revenue by 13% from past fiscal year via implementation of an educational program focused on clinical documentation and billing. Responsibilities include review of fiscal budget, identification of additional revenue streams and compliance with billing and coding. Presented lectures on Critical Care Billing and Medical Decision Making pertaining to billing.
- 11/2006 – 01/2010 **Emergency Medicine Physician, VA Medical Center, Houston, TX**
Provided emergency medical care to veterans. Performed various procedures including intubations, central lines, suturing and implementing ACLS protocols.
- 09/2008 – 10/2009 **Physician Advisor, Executive Health Resources (EHR), via Remote Location**

While working full time at the VA Med Center, I worked part time with EHR. Performed case reviews for client hospitals to ensure clinical compliance, medical necessity and continued stay. Acquired and strengthened skills of management and conflict resolution.

- 08/2005 – 10/2006 **Hospitalist, Clear Lake Regional Medical Center, Webster, TX**
Attending physician at a community hospital. Responsibilities included daily rounds, admissions, discharges and procedures on hospitalized patients. Collaborated with case management to ensure delivery of efficient healthcare.
- 01/2004 – 08/2005 **Hospitalist, Deaconess Hospital, Evansville, IN**
Inpatient group practice in a community hospital. Served as attending faculty for Family Practice Residents and Medical Students, duties included conducting teaching rounds, meeting daily with case management and giving lectures.
- 11/2003 – 12/2003 **Locum Tenens Physician, VA Medical Center, Minneapolis, MN**
Diagnosed and treated veterans at the VA Outpatient Clinic.

Education

- 08/2008 – 12/2013 **University of Houston-Victoria**
Masters of Business Administration
- 06/2000 – 06/2003 **University of Texas Medical Branch, Galveston, TX**
Resident in Internal Medicine
- 08/1996 – 05/2000 **St. George's University School of Medicine, Grenada, West Indies**
Doctor of Medicine
- 09/1992 – 05/1996 **Houston Baptist University**
Bachelor of Science (Biology and Psychology), *magna cum laude*

Board Membership and Faculty Appointment

- 09/2014 – 08/2015 **Board Member, Primary Care Innovation Center, Houston, TX**
Secretary of a non-profit organization; mission is “to improve quality and reduce costs through coordination of care for the most costly and vulnerable patients in our health care system.”
- 04/2014 – Present **Clinical Assistant Professor, Baylor College of Medicine, Houston, TX**
- 02/2010 – 05/2013 **Assistant Professor, MD Anderson Cancer Center, Houston, TX**

Presentations at Local, State and National Conferences

- 03/2016 The 13th Annual Physician Advisor Summit: Chairperson and Speaker
“Determine Data and Metrics to Track that Impact Hospital Finance and Help Identify Areas of Improvement.” Orlando, FL
- 10/2014 The National Association of Physician Advisors’ 2nd Annual West Physician Advisor & Case Management Summit. “A ‘Closer Look’ at Hospital Length of Stay: Case Study.” San Diego, CA
- 10/2012 MD Anderson Cancer Center Internal Medicine Grand Rounds, *Division Quality*

Improvement Projects. “Team Triage: Reducing the length of stay in the emergency center.” Houston, TX

09/2012 The University of Texas System Clinical Safety and Effectiveness Conference,
Building the Bridge: Maintaining Quality in the Face of Change. “Department of
emergency medicine revenue optimization model.” San Antonio, TX

09/2012 The University of Texas System Clinical Safety and Effectiveness Conference,
Building the Bridge: Maintaining Quality in the Face of Change. “Team Triage:
Reducing the length of stay in the emergency center.” San Antonio, TX

Board Certification

2003 – Present **American Board of Internal Medicine**

Licensure

2005 – Present **Texas Medical License**

Professional Organization Membership

American College of Healthcare Executives (ACHE)

Michael O. Gardner, MD, MPH, MMM

michael.gardner@harrishealth.org

Smith Clinic

2525-A Holly Hall, Houston, TX 77054

Office- 713-566-3828

Cell-949-701-5364

**Executive Vice President and Administrator, Ambulatory Care Services, Harris Health System
September 2015**

Duties include oversight of 17 primary care health centers, 5 school-based clinics, 6 same day clinics, three large multispecialty clinics, several out-patient pharmacies, an Ambulatory Surgical Center, two cancer infusion centers, a radiotherapy center, a free standing HIV-AIDS clinic. Also, is CEO of an outpatient dialysis center.

Responsible for over 2100 employees and an annual budget of \$220 million.

**Director, Division of Maternal Fetal Medicine, Loma Linda University School of Medicine
Medical Director Perinatal Services, Loma Linda University Children's Hospital
February 2015-September 2015**

Led The Perinatal Institute, which included Out-patient and in-patient maternal fetal medicine and low risk obstetrical services, as well as Neonatal Services, Perinatal Transport Services and the Perinatal Clinical Research Center.

**Acting Chief Medical Officer, Oklahoma University/Tulsa Physician Group, Tulsa, OK
January 2013-July 2013**

Faculty practice (inpatient and outpatient) with 150 attending physicians and 30 midlevel physicians with an overall budget of \$45 million annually.

**Medical Director Peggy Helmerich Women's Center and Chair, Department of Obstetrics and Gynecology,
Hillcrest Medical Center, Oklahoma University/Tulsa, Tulsa, OK
January 2008-January 2015**

400 bed acute care academic medical center owned by Ardent affiliated with the University

- Chair, OU Tulsa Clinical Operations and Finance Committee – charged with redesigning patient flow through our multi-specialty clinic in order to reduce waiting times, improve patient and referring physician satisfaction and improve revenue
- Increased clinical volume by 90% in twelve months
- Member of the Hillcrest Medical Executive Committee and member of the OU Physicians and the Hillcrest Medical Center Peer Review and Patient Safety Committees
- Physician Champion who led operations team to open a 50,000 square foot multispecialty clinic in an underserved area of Tulsa

- Increased perinatal ultrasounds from 680 in 2007 to over 1000 per month
- Improved department's bottom line from a \$750,000 deficit to a \$1,500,000 surplus in 2 years
- Increased department deliveries by 75% in 12 months
- Negotiated the opening of 5 new prenatal clinics in Tulsa and the outlying region using Certified Nurse Midwives
- Expanded Perinatal Center from one ultrasound and one sonographer to 4 sonographers, a genetic counselor and a perinatal nurse
- Successful expansion of perinatal medicine program, including a 300% increase in antepartum admissions, has led to a 50% increase in Neonatal Intensive Care Unit admissions and over 400 maternal transports a year
- Designed and implemented a new faculty salary plan based on RVU generation – this plan now is the template for three other departments
- Successfully recruited 5 sub-specialty and 3 generalist faculty to the department
- Recruited underrepresented minority physicians as residents and faculty into the department
- Recruited the new Residency Program Director and a new Medical Student Clerkship Director to revamp the department's educational programs
- Changes in the educational program led the residency program off probation for the first time in 5 years

**Emory Chief of Gynecology and Obstetrics, Grady Health System, Atlanta, GA
2005-2007**

One of the largest public health systems in the United States with a level I trauma center with 900 acute care beds serving the greater Atlanta area

- Leach Chair and Professor, Department of Gynecology and Obstetrics, Emory University School of Medicine
- Active member of the Medical Executive Committee and Credentials Committee
- Instituted practice guidelines for obstetrical care.
- Redesigned the provision of emergency care for obstetrical and gynecological patients, enhancing patient safety and customer service
- Increased clinic volume by 20% while decreasing wait times by process reengineering
- Improved Medicaid collection process to greatly enhance revenue while improving documentation and compliance
- Medical Director – Section of Certified Nurse Midwives

**Director of Medical Quality, (System Role), Harris County Hospital District, Houston,
2001-2005**

Harris County Hospital District is the 4th largest public hospital system in the United States and the system includes 3 acute care hospitals, 12 community clinics with a medical staff consisting of physician faculty from two medical schools.

- Physician Leader of Quality Improvement for the system.
- Led the design and implementation of hospital district patient safety program
- Led medical staff participation in triennial JCAHO survey - no citations given for Patient Safety goals or Performance Improvement program
- Co-Chaired (with CEO) Performance Improvement Committee

- Chaired Sentinel Event and Medical Staff Peer Review Committees
- Active member of Medical Executive Committees of the two hospitals
- Presented quarterly reports in open and executive sessions, to Hospital District Board of Managers and added a board member to Sentinel Event Committee
- Worked with COO to implement case management for uninsured patients

Director of Obstetrics, Ben Taub General Hospital, Houston, TX and **Associate Professor, Division of Maternal Fetal Medicine**, Baylor College of Medicine, Houston, TX
1999-2005

Level I trauma center with 500 plus acute care beds and one of the acute care hospitals of the Harris County Hospital District

- Implemented design and supervised renovation of Labor and Delivery Unit to LDR suites
- Led efforts to increase number of deliveries from 5,200 to 5,900 through outreach program with city and county prenatal clinics
- Worked with Hospital District Patient Business Services to increase emergency Medicaid enrollment from 55% to 94% by changing eligibility process
- Increased obstetric physician fee collection from \$1.4 million in fiscal 1999 to \$3.1 million in fiscal 2003
- Medical Director for Certified Nurse Midwifery Program
- Taught clinical obstetrics to medical students, OB/GYN and Family Practice residents
- Actively practiced maternal-fetal medicine and obstetrics

Assistant Professor Division of Maternal Fetal Medicine, University of New Mexico
1995-1999

- Co-chaired Clinical Process Improvement Committee
- Consultant with New Mexico Department of Health concerning perinatal health issues
- Expanded patient volume of outreach maternal fetal medicine clinic in Las Cruces by over 200%
- Taught clinical obstetrics to medical students, residents and fellows
- Maintained the largest private practice in the division

Medical Consultant, United States Agency for International Development
 1997-1998

Obstetrician / Gynecologist, US Air Force, Honorable Discharge
 1989-1993

EDUCATION

| | |
|------|--|
| 1979 | Baylor University – Waco, TX |
| 1981 | New Mexico State University – Las Cruces, NM |
| 1985 | Texas Tech School of Medicine – Lubbock, TX - M.D. |

| | |
|------|---|
| 1989 | Texas Tech Regional Academic Health Center – El Paso, TX Obstetrics and Gynecology Residency Chief Resident 1988-1989 |
| 1995 | University of Alabama at Birmingham – Birmingham, AL Maternal Fetal Medicine Fellowship |
| 1995 | University of Alabama at Birmingham School of Public Health – Birmingham, AL - Master of Public Health –Honors |
| 2014 | University of Southern California – Marshall School of Business – Los Angeles, CA Master of Medical Management |

LICENSURE AND BOARD CERTIFICATION

| | |
|-----------|--|
| Diplomate | American Board of Obstetrics and Gynecology |
| Diplomate | American Board of Obstetrics and Gynecology, Division of Maternal Fetal Medicine |
| Licenses | Texas, New Mexico, Arizona, Oklahoma, California |

PROFESSIONAL ASSOCIATIONS

American College of Obstetricians and Gynecologists
Society of Maternal Fetal Medicine
American College of Physician Executives

SERVICE

Member, Oklahoma Perinatal Care Committee -2008-present
Member- Oklahoma Maternal Mortality Review Committee 2009-present
Texas Health and Human Services Commission Medical Care Advisory Committee,
2003 – 2005
Consultant – Texas State Board of Medical Examiners, 2003 – 2005
Member – Houston Area Prenatal Care Task Force – Greater Houston Area Partnership 2004

ACADEMIC PRODUCTIVITY

Author – 42 published articles
Investigator - 42 scientific abstracts
Editorial Reviewer – Nine peer reviewed journals

LANGUAGES

Fluent in Spanish

DEBORAH BOSWELL
6508 Windy Way Lane
Pearland, Texas 77584
832-754-9055

PROFESSIONAL EXPERIENCE

24 years health promotion experience with
16 years management experience

HIGHLIGHTS OF QUALIFICATIONS

- Development and implementation of health promotion programs in corporate, clinical and community settings
- Effectively plans, leads, and communicates outreach services based on identified health needs and desired health outcomes
- Plans and justifies annual budget and makes decisions that effectively maximize resources
- Experience with hiring, training, managing, and evaluating staff
- Skill in developing program goals, project objectives, and operational procedures
- Skill in writing wellness curricula, brochures, and newsletters
- Skill in teaching health promotion and fitness classes
- Evaluation of health promotion indicators for performance improvement
- Implementation and evaluation of grants and special projects

EMPLOYMENT HISTORY

| | | |
|-----------------|---------------------|--|
| 5/99 to Present | Outreach Director | Harris Health System |
| 1/96 to 5/99 | Health Educator | Harris Health System |
| 1/95 to 1/96 | Activities Director | Royal Oaks Racquet Club |
| 3/94 to 9/94 | Wellness Consultant | DuPont Integrated Health Services |
| 2/92 to 3/94 | Fitness Director | Westinghouse Electronic Assembly Plant |
| 8/91 to 2/92 | Fitness Director | Round Rock Family YMCA |

EDUCATION

Texas A&M University
Bachelor of Science, Kinesiology
August 1991

REFERENCES

Available upon request

DEBORAH BOSWELL

6508 Windy Way Lane

Pearland, Texas 77584

832-754-9055

EMPLOYMENT HISTORY DETAIL

Director, Community Outreach Services

Harris Health System, Houston, Texas - 5/99 to Present

Effectively plans, leads, and communicates outreach services for individuals and families residing in Harris County based on identified health needs and desired health outcomes; plans and justifies annual budget and makes decisions that effectively maximize resources; hires, trains, manages, and evaluates 18 staff; develops program goals, project objectives, and operational procedures; identifies and evaluates health promotion indicators for performance improvement; implements and evaluates grants and special projects.

Health Educator

Harris Health System, Houston, Texas - 1/96 to 5/99

To provide health promotion education for residents of East Harris County, including the patients of Baytown Health Center and Channelview School Based Clinic; to implement and evaluate special projects such as monthly health observances, grants, and community health fairs.

Activities Director

Royal Oaks Racquet Club, Bryan, Texas - 1/95 to 1/96

Planning, developing, and implementing programs for 400 members including activities for children, teens and adults; directly responsible for hiring and managing aerobic and aquatic staff; instructing exercise classes; and preparing monthly newsletters.

Wellness Consultant

DuPont Integrated Health Services, Victoria, Texas - 3/94 to 9/94

Creating and establishing health promotion activities for 1,500 employees and families at three plants sites: Victoria, Corpus Christi and Round Rock, Texas.

Employee Health & Fitness Director

Westinghouse Electronic Assembly Plant, College Station, Texas - 2/92 to 3/94

Operating on-site fitness facility for 200 employees; developing health education and wellness programs; administering fitness evaluations and health screenings; instructing exercise classes; hiring and managing staff; preparing program budget; developing plant communications, newsletters, and publications.

Fitness Center Director

Round Rock Family YMCA, Round Rock, Texas - 8/91 to 2/92

Operating fitness facility for 1,000 members; developing budget; hiring and managing staff; creating incentive programs; administering fitness evaluations; and scheduling exercise classes.

FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of Respondent: Harris County Hospital District

Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

| | |
|------------------------------|---------------|
| Total Funding Request | \$ 235,282.00 |
|------------------------------|---------------|

Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent’s effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

Table 1: Clinical Services

| | |
|--|-------|
| Proposed Number of Clinical Clients to be Served: | 2,000 |
|--|-------|

FORM I: WORK PLAN

Legal Business Name of
Respondent:

Harris County Hospital District

Program Administration and Management

- a. Harris Health proposes to provide the following support services under this contract in order to enhance services provided by Harris Health to patients under the HTW program:
 - a. Assist HTW-eligible women enroll into the HTW Fee-for-Service program. This involves training front-line eligibility and patient access staff in eligibility and establishing processes to quickly enroll women into the program.
 - b. Provide direct clinical care for women deemed presumptively eligible for the HTW program
 - c. Provide staff development and training related to HTW service delivery, both in regards to eligibility and covered services as well as promotion of particular services, including LARCs.
 - d. Conduct client and community-based educational activities related to the HTW program. This involves extensive community outreach with both the community at large and partner organizations in order to bring more women into care.
- b. Harris Health will provide clinical services under the HTW program to female residents of Harris County that are citizens/eligible immigrants, ages 15-44, with incomes no higher than 200% FPL, and that are not currently pregnant.
- c. Harris Health System is a community-owned, comprehensive, integrated healthcare system dedicated to providing high quality, cost effective, compassionate healthcare to all residents of Harris County regardless of their ability to pay. To fulfill its service mission, Harris Health operates 3 hospitals, 2 multi-specialty clinics, 18 community health centers, 5 school-based clinics, six same-day clinics, a dental center, a free-standing dialysis center, mobile immunization clinic, a geriatric assessment center, and a Healthcare for the Homeless Program that provides outreach services in 15 area homeless shelters. A nine-member Board of Managers appointed by the Harris County Commissioner's Court governs Harris Health and approves its annual budget. The Board of Managers appoints and delegates administrative authority and responsibilities to the President/Chief Executive Officer.

Harris Health employs over 8,000 clinical and non-clinical staff members to deliver quality care to our patients. All facilities are staffed with physicians and medical residents through an affiliation agreement with the Baylor College of Medicine (BCM) and the University of Texas Health Science Center at Houston (UTHealth). All providers are screened, tested, and credentialed through the Medical Board and Physician Services.

Harris Health is governed by policies and procedures which are maintained on an online portal and are updated regularly. As a large public hospital system, Harris Health sustains all internal departments necessary to provide support service delivery and policy-making activities including finance and information technology. The Harris Health facilities utilize EPIC for the electronic medical records for clinical, education, and patient encounter documentation, including billing.

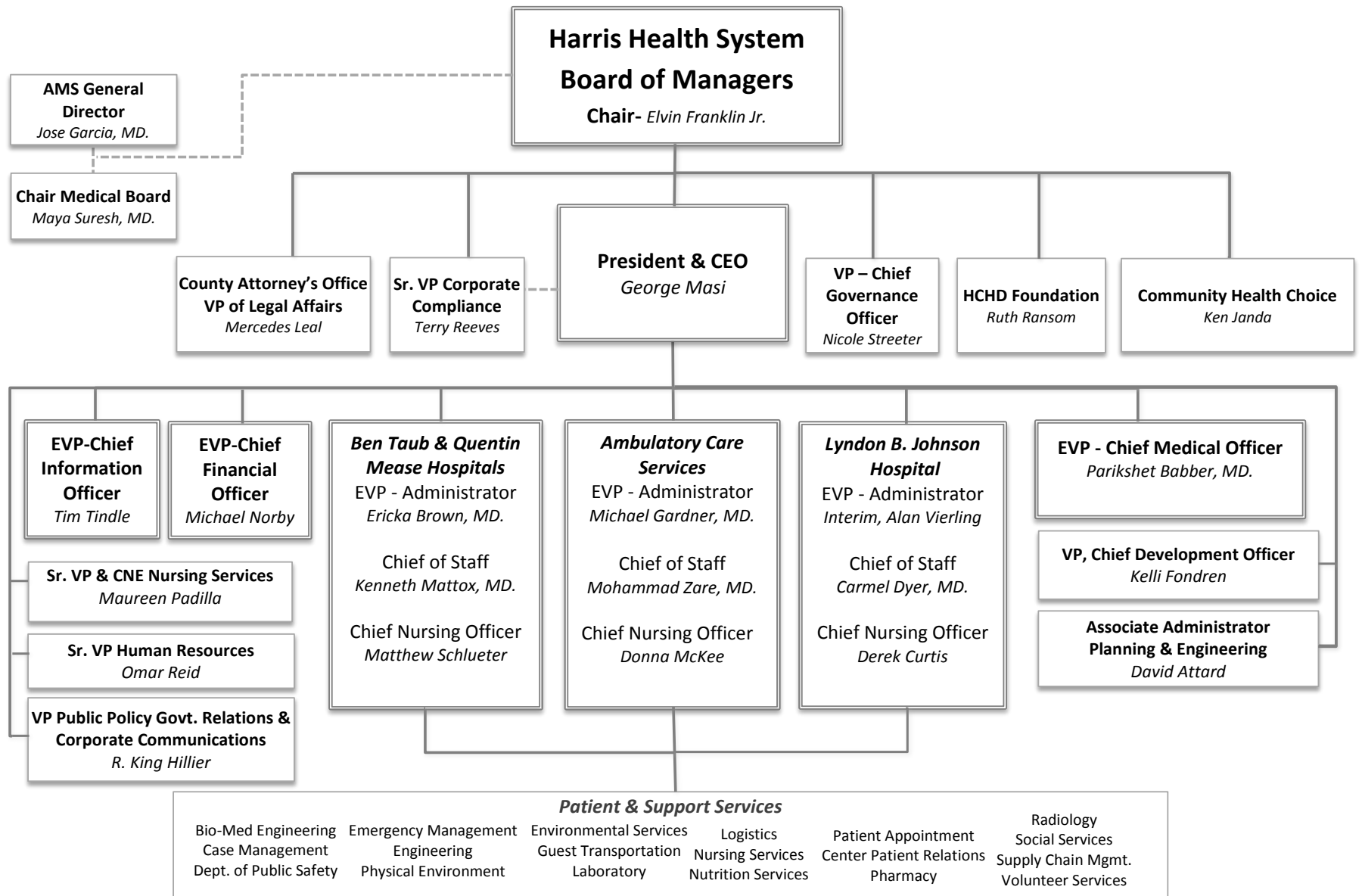
Licensed practitioners (MDs, mid-level practitioners, and PAs) from the two medical schools (BCM and UTHealth) and Harris Health self-employed NPs will provide the medical care services. Licensed nursing staff (RNs and LVNs) and non-licensed staff (patient care technicians and clerical support) provide support to all provider types. On-going training is maintained by the Physician Services Department under the Chief Medical Officer.

Eligibility and Patient Access Management (PAM) staff are available to patients to assist in applying for the Harris Health's financial assistance program, Medicaid, CHIP, Title V, EPHC, and Healthy Texas Woman, among others. Eligibility determination and patient registration is performed at the established eligibility centers and in the health centers. The eligibility system, National Science Incorporated (NSI), has been programmed to automatically identify eligibility into various programs based on income, family size, and other eligibility factors.

It is the policy of Harris Health to maintain patient confidentiality of all client information in compliance with HIPAA. Several written policies exist related to the use and disclosure of protected health information (PHI). Policies and procedures related to PHI are created and maintained by the Corporate Compliance Officer. Any external vendor who is anticipated to use PHI must sign a Business Associate Agreement agreeing to maintain patient confidentiality.

- d. Harris Health is currently not conducting research on individuals who receive services through HHSC-funded programs.
- e. See attached Organizational Chart on page 41
- f. See attached Job Descriptions of key personnel:
 - a. Medical Director– see description in CV on page 29
 - b. Program Director – see page 42
 - c. Eligibility staff – see page 44
 - d. Billing staff – see page 46
 - e. Clinician – see page 48
 - f. Community Health Worker – see page 53
- g. The Program Director will work directly with designated departments to ensure the proposed support services and related HTW budget are delivered as proposed. The Program Director is the Director of Community Outreach for Harris Health System and will directly supervise community outreach activities developed or attended in order to promote the HTW program and HTW-covered services at Harris Health System. She is currently the program manager of the EPHC program and as such has established relationships with the Directors of Finance including Billing, Patient Eligibility, and Patient Access Management; Directors of Ambulatory Care Services including Nursing, Pharmacy and Quality; and other services such as Information Technology and Grant Accounting. Upon contract approval, monthly meetings will be established with designated department heads and other appropriate staff to ensure that proposed deliverables under this contract are advancing and completed according to due dates set in the Workplan. As part of Harris Health's process, the Program Director will receive Monthly Expenditure Reports on a monthly basis that provide detailed information on HTW program expenditures.

HARRIS HEALTH SYSTEM – ORGANIZATION



**Harris Health System
Job Description**

POSITION TITLE: Program Director, Community Outreach
Services

CLASS CODE: 394

ENTRY DATE: 4/2015

JOB SUMMARY: The Program Director of Community Outreach Services is responsible for assisting Harris Health System administrative staff, community partners, and coalitions with access improvement initiatives. The Program Director is responsible for managing administrative tasks and responsibilities that will result in effective community awareness and access to healthcare services.

MINIMUM QUALIFICATIONS:

1. Education/Specialized Training/Licensure: Bachelor's Degree in Health Education or related area.
Master's Degree preferred.
2. Work Experience (Years and Area): Five years' experience in the design and
implementation of community outreach programs.
3. Management Experience (Years and Area): Five years Project Management Experience
4. Equipment Operated: _____

SPECIAL REQUIREMENTS: (Check Applicable Areas)

1. Communication Skills:

☒ Above Average Verbal (Heavy Public Contract)

☒ Exceptional Verbal (e.g., Public Speaking)

☐ Bilingual Skills Required - Language: _____

☒ Correspondence/Reporting

2. Other Skills:

☒ Analytical

☐ CRT

☐ Design

☐ Dictation/Transcription

☒ Medical Terms

☒ P.C.

☒ Research

☒ Statistical

☐ Typing (wpm) _____

☒ Word Processing

☐ Mathematics

3. Advanced Education:

☐ Advance Training Specialty: _____

☒ Bachelor's Degree Major: Health Care Related Fields

☒ Master's Degree Major: Desired Only - Health Care Related Fields

☐ Doctorate Major: _____

4. Work Schedule: Weekends ☐ Holidays ☐ Flexible ☒ Overtime ☐ Travel ☒ On Call ☐

5. Other Requirements: _____

RESPONSIBLE TO:

☒ Designated Supervisor

☐ Assistant Director

☐ Director

☐ Vice President

☐ Executive Director

☐ Sr. Vice President

☐ COO

☐ CIO

☐ CEO

EMPLOYEES SUPERVISED:

☐ None

☒ Clerical

☐ Service

☒ Skilled Labor

Technical/Professional (NE) ☒ Highest Level? Project Staff Assistant, Community Health Workers

Professional (Exempt) ☒ Highest Level? Health Educators, Sr. Health Educators

Supervisory ☒ Highest Level? Coordinators, Managers

TYPICAL DUTIES THAT MAY BE PERFORMED: (List all duties requiring 5% or more of time on an average week)

1. **Patient Satisfaction:** works collaboratively with colleagues to deliver patient/ customer services that meet or exceed patient expectations as evidenced by patient satisfaction scores. (10%)
2. **ServiceFIRST:** delivers exceptional customer service by embracing ServiceFIRST standards of behavior during all patient, visitor and staff encounters. (10%)
3. **Employee Engagement:** communicates effectively with staff formally and informally holding a minimum of 10 departmental meetings a year; employee assignments are clear and directed at achieving program goals; interprets policy, procedures, objectives, standards, and other matters to personnel; promotes professional development of staff through continuing education; ensures educational opportunities promote quality in health care delivery; and, mentors staff in professional or scholarly activities or change implementation. (5%)
4. **Special Projects:** initiates and completes projects independently; willingly accepts and completes in a timely manner assignments and reports required as a member of the Harris Health System team; communicates effectively to supervisor, peers, and others; actively participates on committees; and, supports and promotes organizational vision, goals and standards. (5%)
5. **Leadership and Management Effectiveness:** works with Harris Health administrators, medical leadership, and community partners to identify the health needs of community members and establish an annual strategic plan; develops dynamic program specific goals in alignment with Harris Health System; leads the development of community health awareness and access initiatives to meet assessed needs; manages the delivery of the outreach program; assesses progress of annual plan quarterly and adjusts; and maintains effective formal and informal communication systems; accepts organizational accountability for services provided; and, maintains professional knowledge in area of expertise and participates in activities designed to enhance leadership practice. (20%)
6. **Financial Management:** plans and justifies the annual budget for the Community Outreach Services department; attains program goals and required number of activities within the budgetary constraints; reports indicate ongoing monitoring of the budget; identifies methods to maximize the resources available for the Community Outreach Services program; manages productivity to benchmarking targets; and, systematically monitors financial performance in accordance to Harris Health System benchmarking. (20%)
7. **Clinical Excellence/Quality and Compliance:** establishes standards for outreach services; develops, implements, and evaluates goals with stated measurable criteria for the department; implements a comprehensive evaluation system addressing the outreach education and access services, activities, projects, products, marketing, delivery, follow-up, and environmental impacts; monitors benchmarks on a regular basis and actively participates in Harris Health System performance improvement process while appropriately utilizing affiliated resources; and, ensures compliance with DNV and all other agencies with regulatory authority; continuously monitors the environment of care and compliance with policies and regulations. (20%)
8. **Management/Interpersonal Skills:** maintains proactive recruitment and retention planning for the department; positions are filled; ensures personnel is consistent with state, federal and Harris Health System policy and procedures; employees are orientated, monitored, coached, and developed to meet expectations; employee evaluations conducted timely; actively submits possible grant opportunities/proposals as appropriate to meet needs; grants are implemented in accordance with timeline; program goals and activities are achieved within budgetary restrictions; reports and renewal applications accurately record progress on grants and project goals; reports and communication regarding grants are timely, clear, logical, and concise; and, actively participates on Harris Health System and community committees to pursue grants. (10%)

Harris County Hospital District

Job Description

POSITION TITLE: Eligibility Counselor **JOB CODE:** 1032
DEPARTMENT: Patient Eligibility Administration **ENTRY DATE:** 09/2013

JOB SUMMARY: Responsible for interviewing clients and gathering demographic, employment, and insurance information. Evaluates patient documents for HCHD and Harris County charity care and eligibility discounts. Processes all eligibility applications and assists in identifying third party payers. Ensures all questions regarding eligibility are answered either in person, by phone or by fax.

MINIMUM QUALIFICATIONS:

1. Education/Specialized Training/Licensure: High School Diploma or GED. Certified Application Counselor, Must attend a minimum of 8 hours of mandatory classes and pass the test provided by the Affordable Care Act annually.
2. Work Experience (Years and Area): Minimum 1 year experience in business/insurance office or Texas Works Advisor, healthcare related experience preferred but not required. Customer Service skills preferred,
3. Management Experience (Years and Area): N/A
4. Equipment Operated: PC, Copier, Fax, Printer, Telephone, Scanner, and Calculator

SPECIAL REQUIREMENTS: (Check Applicable Areas)

1. Communication Skills:

Above Average Verbal (Heavy Public Contact) ☒

o Exceptional Verbal (e.g., Public Speaking) ☒

Bilingual Skills Required? Yes or No ☒ Languages: English/Spanish; English/Vietnamese

Writing /Composing ☐ (Correspondence ☐ / Reports ☐

2. Other Skills:

Analytical ☒ CRT ☐ Design ☐ Dictation/Transcription ☐ Mathematics ☒
Medical Terms ☐ P.C. ☒ Research ☒ Statistical ☐ Typing ☒ wpm __25__

3. Advanced Education:

- | | |
|--|------------------|
| <input type="checkbox"/> Advance Training | Specialty: _____ |
| <input type="checkbox"/> Bachelor's Degree | Major: _____ |
| <input type="checkbox"/> Master's Degree | Major: _____ |
| <input type="checkbox"/> Doctorate | Major: _____ |

4. Work Schedule: Weekends ☒ Holidays ☐ Flexible ☒ Overtime ☐ Travel ☒ On Call ☐

5. Other Requirements: Travel to HCHD worksites in the community. Able to work with little supervision, handle stressful situations and have excellent people skills. Must be able to interact successfully in a culturally diverse environment. Must be able to be trained and work with any designated Eligibility Systems.

RESPONSIBLE TO:

Designated Manager/Supervisor ☒ Assistant Director ☐ Director ☐ Vice President ☐ Executive Director ☐
Sr. Vice President ☐ COO ☐ CEO ☐

EMPLOYEES SUPERVISED:

None ☒ Clerical ☐ Service ☐ Skilled Labor ☐
Technical/Professional (NE) ☐ Highest Level? _____
Professional (Exempt) ☐ Highest Level? _____
Supervisory ☐ Highest Level? _____

Harris County Hospital District Job Description

TYPICAL DUTIES THAT MAY BE PERFORMED: (List all duties requiring 5% or more of time on an average week)

1. Functions effectively in the eligibility areas of educating, screening and interviewing the patients.
2. Evaluates patient's documents for eligibility and accurately enters data into computer system. Updates existing accounts. Processes insurance carriers appropriately. Assesses and explains managed care plan to clients.
3. Completes a designated number of interviews daily for qualification of Harris Health discounts and eligibility. Uses time and space efficiently at the outreach site and other work areas.
4. Provides effective education by presentation to groups and/or individuals regarding access to healthcare services. Screens patients accurately, assigns patient identifier numbers correctly, and issues notifications of denial appropriately. Treats all patients respectfully and fairly by using good communication and customer service skills.
5. Communicates with management routinely and appropriately according to standards.
6. Maintains complete, accurate and timely daily flow and log sheets.
7. Maintains and transports all supplies and equipment needed for outreach events. Keeps work areas well organized and orderly.
8. Screens client documentation necessary for eligibility. Works intake desk answering eligibility questions and taking client information.
9. Maintains eligibility skills by successfully completing all trainings and by following current eligibility guidelines and standards.
10. Completes other special projects and assignments as necessary either independently or as a productive member of the team.
11. Demonstrates the ability to work harmoniously with others, to interact diplomatically, to communicate in a pleasant manner, to maintain appropriate work attendance.
12. Complete verification of funding source via insurance card, 3rd party payer websites, FSS, and TMHP websites.
13. Screens all unfunded patients to identify any and all qualifying third party programs and makes appropriate referrals to the agency source for processing.
14. Assist and enrolls eligible patients in Title V grant.
15. Assists, evaluates patient's documents presented for eligibility and accurately enters data into the computer system and enrolls patient in a Healthcare Exchange product.

Harris Health System Job Description

POSITION TITLE: Patient Access Representative **JOB CODE:** 1022
DEPARTMENT: Patient Access Services **ENTRY DATE:** 09/2013

JOB SUMMARY: Patient Access Representative is primarily responsible for completing an efficient and organized registration, admission and insurance verification of all inpatients and outpatients. Excellent customer service and ensure that accurate information is collected. Informs patients and assures they are aware of their rights as determined by HIPAA regulations and Harris Health System policy. Ensures all accounts contain comprehensive and accurate data to provide for timely billing and optimal reimbursement.

MINIMUM QUALIFICATIONS:

1. Education/Specialized Training/Licensure: High School Diploma or GED
2. Work Experience (Years and Area): 6 months to 1 year in customer service oriented environment.
3. Management Experience (Years and Area): N/A
4. Equipment Operated: Must have PC skills.

SPECIAL REQUIREMENTS: (Check Applicable Areas)

1. Communication Skills:

Above Average Verbal (Heavy Public Contact) ☒
Exceptional Verbal (e.g., Public Speaking) ☐
Bilingual Skills Required? Yes ☐ or No ☒ Languages:
Writing /Composing ☒ (Correspondence ☐ / Reports ☒)

2. Other Skills:

Analytical ☐ CRT ☐ People Interaction ☒ Dictation/Transcription ☐ Mathematics ☒
Medical Terms ☐ P.C. ☒ Research ☐ Statistical ☐ Typing ☐ wpm Word Processing ☒

3. Advanced Education:

- ☐ Advance Training Specialty: _____
- ☐ Bachelor's Degree Major: _____
- ☐ Master's Degree Major: _____
- ☐ Doctorate Major: _____

4. Work Schedule: Weekends ☒ Holidays Flexible ☒ Overtime ☐ Travel ☐ On-Call ☐

5. Other Requirements: Able to work with little supervision, handle stressful situations and have excellent people skills. Must be able to interact successfully and appropriately in a culturally diverse environment.

RESPONSIBLE TO:

Designated Supervisor ☒ Assistant Director ☐ Director ☐ Vice President ☐ Executive Director ☐
Sr. Vice President ☐ COO ☐ CEO ☐

EMPLOYEES SUPERVISED:

None ☒ Clerical ☐ Service ☐ Skilled Labor ☐

Technical/Professional (NE) ☐ Highest Level? N/A
Professional (Exempt) ☐ Highest Level? N/A
Supervisory ☐ Highest Level? N/A

Harris Health System Job Description

TYPICAL DUTIES THAT MAY BE PERFORMED: (List all duties requiring 5% or more of time on an average week)

1. Accurately accesses patient's eligibility and financial status. Uses computer system to validate information and 3rd party payer. Reviews patient financial information with patient at point of service to validate current insurance data. Requests verification of insurance via insurance card, plan websites, Florida Shared, TMHP websites.
2. Obtains and updates new patient information as appropriate. Registers patients timely and in a manner conducive to patient flow.
3. Ensures 100% compliance to the HCHD Patient Identification procedure of utilizing 2 patient identifiers. Requests patient to show proof of patient identification during all encounters.
4. Ensures that all accounts are documented in the patient account, and that all required forms are completed, explained, and signed at time of registrations.
5. Ensures that all patients are registered within time frames per policy and procedure.
6. Completes MSPQ and COB accurately.
7. Informs patients of cost for services and patient responsibility; answers any questions patients/ family members may have regarding patient payment amounts and charges; and utilizes a Service First attitude.
8. Collects/confirms appropriate payments (deposits, co-pays, deductibles, etc.) by credit card, cash, check (checks large bills for counterfeit) and ensures/confirms proper receipt of money – issuing receipts appropriately.
9. Assists in meeting monthly collection goals set by the department.
10. Documents cash overage/shortages and missing receipts. Ensures collection transactions reconcile.
11. Follows Cash Control Policies and Opening and Closing procedures.
12. Posts (or confirms) payments collected accurately to the correct account while the client is present and gives the white generated copy of the system printed receipt.
13. Ensures authorizations are correct on all credit cards and personal checks.
14. Ensures voided receipts are initialed by supervisor.
15. Ensures manual receipts are completed accurately and legibly (must include cashier initials, payment amounts, date of payment and accurate patient data).
16. Works effectively to ensure cash goals are met or exceeded.

TYPICAL PERFORMANCE STANDARDS AND DUTIES THAT MAY BE PERFORMED:

1. Clinical Care Performance Standards: (45%)

NC IIs are expected to have mastered and incorporated NCI clinical care performance standards into their practice and consistently meet NC II clinical care standards as indicated by the care setting.

Clinical Judgment Summary Statement:

Decision-making is characterized by the application of standards, principles, and decision algorithms to clinical situations.

Clinical Judgment Performance Characteristics

- a. Assumes independent patient care assignment as a generalist:
 - i. Has validated basic competencies necessary to independently provide safe, general care to assigned patient population;
 - ii. Recognizes when he/she needs assistance; seeks and uses appropriate resources when indicated.
- b. Accesses and uses the following resources in making clinical care decisions; seeks assistance when indicated:
 - i. HCHD Nursing Mission, Vision, Philosophy, and Values;
 - ii. Nursing Professional Practice Model;
 - iii. Nursing policies, procedures, guidelines, and emergency protocols specific to unit of hire;
 - iv. Point-of-service Nursing Reference Center.

Nursing Process Summary Statement:

Independently and safely applies the nursing process in managing commonly encountered problems or well defined problems in his/her assigned patient population.

Clinical interventions are problem focused and consist of standard practice.

Nursing Process Performance Characteristics:

- a. Performs the following clinical care functions in accord with professional standards, guidelines, regulatory requirements, and organizational policies/procedures:
 - i. *Collects complete admission data set in accordance with standard format;*
 - ii. *Conducts a defined, focused assessment appropriate to patient population;*
 - iii. *Performs physical and psychosocial assessment in accordance with ANA Standards of Practice and unit guidelines;*
 - iv. *Interprets assessment data, using evidence-based references when indicated, and translates assessment data into actionable information;*
 - v. *Identifies patient care needs based on assessment, using EMR format;*
 - vi. *Develops and utilizes a specific plan of care and modifies it to meet individual patient needs using evidence-based practices;*
 - vii. *Develops a nursing or interdisciplinary plan of care as indicated per setting, using a standardized EMR template format that is time specific;*
 - viii. *Documents observations, patient status, outcomes, and all relevant clinical information using standard EMR format;*
 - ix. Monitors and documents patient progression, treatment, and teaching goals;
 - x. Communicates findings to appropriate healthcare team members;
 - xi. Anticipates discharge and transfer needs to facilitate patient flow;
 - xii. Adapts works methods to specifically accommodate the population-specific care needs (physical, psychosocial, cultural, age /developmental) of each patient served.

Emergent Response Summary Statement:

Recognizes when a patient's condition requires emergent response; performs basic procedures, and immediately obtains assistance from nurses and QMPs with required expertise.

Emergent Response Performance Characteristics:

- a. Recognizes and appropriately responds to cardinal signs of decline in patient condition;
- b. Implements rescue and emergency management procedures in accordance with professional and unit standards/guidelines;
- c. Functions effectively as a team member in rescue and stabilization efforts.

2. Quality and Safety Performance Standards: (10%)

NC IIs are expected to have incorporated NC I performance standards into their practice and consistently demonstrate NC II quality and safety practices:

- a. Complies with Nursing Quality Standards and practices necessary to meet outcome targets for unit specific quality indicators;
- b. Incorporates safety measures into nursing practice;
- c. Adheres to Infection Prevention Standards;
- d. Participates in quality audits and safety rounds;
- e. Accountable for carrying out assigned corrective action.

3. Clinical Inquiry Performance Standards: (5%)

NC IIs are expected to have incorporated NC I performance standards into their practice and consistently demonstrate the following clinical inquiry patterns:

- a. Accesses and uses evidence-based resources and professional standards in carrying out assigned role responsibilities;
- b. Care plans and nursing documentation reflect an evidence-based approach to clinical decisions and nursing actions;
- c. Uses the SBAR method effectively in communicating problems and issues to nursing colleagues, nurse leaders, physicians, and other providers.

4. Communication and Collaboration Performance Standards: (10%)

NC IIs are expected to have mastered and incorporated NC I performance standards into their practice and to consistently meet NC II communication and collaboration standards:

- a. Establishes therapeutic rapport with patient/family/SO as demonstrated by the following:
 - i. Engages patient/family/SO in decisions to achieve desired outcomes;
 - ii. Communicates with patients, families/SOs, and others concerned with patient care in a manner congruent with the patient's cultural orientation and HIPPA guidelines;
 - iii. Facilitates learning for patients/family/SOs based on an assessment and through the use of structured EBP teaching materials;
 - iv. Evaluates and documents teaching activities and patient/family/SO's response.
- b. Collaborates with other healthcare team members regarding patient care and clinical issues:
 - i. Consults with other healthcare providers regarding the patients' learning needs;
 - ii. Effectively uses SBAR in handoffs and in documenting patient care and clinical concerns.

- c. Uses verbal and written skills effectively in facilitating multidisciplinary collaborative problem solving.
- d. Raises questions when indicated and uses the chain of command for patient care problem solving and/or resolving conflicts.

5. Resource and Systems Utilization Performance Standards: (5%)

NC IIs are expected to have incorporated NC I performance standards into their practice and consistently demonstrate NC II resource and systems utilization standards:

- a. Demonstrates proper utilization and maintenance of equipment and supplies on assigned unit; Accesses resources and use available systems to effectively meet patient needs;
- b. Effectively manages staff and material resources required to complete patient care assignments;
- c. Navigates within the EMR patient care documentation for current patient encounter;
- d. Documents and updates nursing care, plan, and flowsheets per established guidelines;
- e. Identifies appropriate evidence-based problem template and selects problems and interventions to meet patient care requirements and needs;
- f. Documents outcomes and monitors patient status based on analysis of data patterns in EMR;
- g. Identifies resource requirements based on patient needs (e.g., consults, etc.);
- h. Maintains up-to-date electronic record of professional credentials.

6. Professional Role and Responsibility Performance Standards: (5%)

NCIIs are expected to have incorporated NC I performance standards into their practice and consistently demonstrate NCII Professional Role and Responsibility standards:

- a. Participates as a member of their Community of Practice;
- b. Maintains professional behavior and completes all required education and credentialing requirements;
- c. Adheres to the Nurse Practice Act; uses *Code of Ethics for Nurses with Interpretive Statements* (ANA, 2001) to guide practice and advocate for patients and families;
- d. Follows defined chain command;
- e. Assumes responsibility and accountability for own actions;
- f. Delegates and supervises nursing and non-nursing functions according to professional standards and HCHD defined role responsibilities;
- g. Functions as a charge nurse as needed;
- h. Participates in implementing change activities;
- i. Contributes to the learning experience of students and new employees;
- j. Delivers care in a manner that preserves and protects patient and family autonomy, dignity, rights, values, and beliefs;
- k. Recognizes the centrality of the patient and family as core members of the healthcare team;

- l. Upholds healthcare confidentiality in accord with legal and regulatory parameters;
- m. Assists patients, families, and SOs in self-determination and informed decision-making;
- n. Participates in ongoing educational activities relative to clinical practice focus and professional trends/issues.

Source: ANA Scope of Standards of Practice, 2nd Edition, AACN Synergy Model, and previous HCHD Job Descriptions and Addendums.

7. Patient Satisfaction(10%):

Works collaboratively with colleagues to deliver patient/customer services that meet or exceed patient expectations as evidenced by patient satisfaction scores.

8. ServiceFIRST (10%):

Delivers exceptional customer service by embracing Service**FIRST** standards of behavior during all patient, visitor and staff encounters.

Friendliness: Make eye contact and smile. Introduce yourself; offer assistance. Say the patient's name often.

Integrity: Ensure our customers' right to privacy and modesty. Do what you say you'll do. Exceed expectations.

Responsibility: Live HCHD's mission. Be accountable. Take pride in your appearance and keep our facilities clean.

Satisfaction: Say words like, "my pleasure," and "I'll be happy to." Give everyone prompt service; keep them informed.

Teamwork: Respect and encourage co-workers so our guests' needs are met. Encourage co-workers and recognize them for a job well done.

**Harris Health System
Job Description**

POSITION TITLE Community Health Worker - Access **CLASS CODE:** _____
ENTRY DATE: _____

JOB SUMMARY: Member of the Community Outreach Services Department, under the supervision of the Outreach Director, teams with an Outreach Health Educator to provide services at offsite community locations throughout Harris County following a flexible work schedule.

MINIMUM QUALIFICATIONS:

- | | |
|--|---|
| 1. Education/Specialized Training/Licensure: | 1. <u>High School Diploma or GED</u> |
| 2. Work Experience (Years and Area): | <u>3 years in community health/outreach, health care setting, business/insurance office providing instruction to individuals and/or groups.</u> |
| 3. Management Experience (Years and Area): | <u>None</u> |
| 4. Equipment Operated: | <u>Computer</u> |

SPECIAL REQUIREMENTS: (Check Applicable Areas)

1. Communication Skills:
Above Average Verbal (Heavy Public Contact) ☒
 o Exceptional Verbal (e.g., Public Speaking) ☒
Bilingual Skills Required? Yes ☒ or No ☐ Languages: English/Spanish ; English/Vietnamese
Writing /Composing ☐ (Correspondence ☐ / Reports ☐)
2. Other Skills:
Analytical ☐ CRT ☐ Design ☐ Dictation/Transcription ☐ Mathematics ☒
Medical Terms ☐ P.C.☒ Research ☐ Statistical ☐ Typing ☐ wpm ____ Word Proc ☐
3. Advanced Education:
☐ Advance Training Specialty: _____
☐ Bachelor's Degree Major: _____
☐ Master's Degree Major: _____
☐ Doctorate Major: _____
4. Work Schedule: Weekends ☒ Holidays ☐ Flexible ☒ Overtime ☐ Travel ☒ On Call ☐
5. Other Requirements: Travel to worksites in the community

RESPONSIBLE TO:

Designated Supervisor ☐ Assistant Director ☐ Director ☒ Vice President ☐ Executive Director ☐
Sr. Vice President ☐ COO ☐ CEO ☐

EMPLOYEES SUPERVISED:

None ☒ Clerical ☐ Service ☐ Skilled Labor ☐
Technical/Professional (NE) ☐ Highest Level? _____
Professional (Exempt) ☐ Highest Level? _____
Supervisory ☐ Highest Level? _____

TYPICAL DUTIES THAT MAY BE PERFORMED: The reverse side of this page should be used to list primary duties.

Harris Health System Job Description

TYPICAL DUTIES THAT MAY BE PERFORMED: (List all duties requiring 5% or more of time on an average week)

1. Promotes Harris Health System services in target communities throughout Harris County. 20%
 - Marketing of upcoming outreach events, health fairs, and other community health programs
 - Delivers key health promotion messages to individuals and/or groups
 - Supports outreach initiatives and special projects to achieve improved community health benefit
2. Provides Harris Health Financial Assistance application help and guidance to aid in accessing healthcare services at a productive rate. 15%
3. Effectively identifies needs of individual and family members to accurately screen for and assist with access to available resource programs. 15%
4. Follows standards of communication appropriately and routinely. 10%
5. Maintains complete, accurate, legible and timely daily work, log sheets, and monthly reports. 10%
6. Maintains good working knowledge of all Harris Health System policies and procedures. 10%
7. Works collaboratively with colleagues to deliver patient/ customer services that meet or exceed patient expectations as evidenced by patient satisfaction scores. 5%
8. Delivers exceptional customer service by embracing Service**FIRST** standards of behavior during all patient, visitor and staff encounters. 15%

Friendliness: Make eye contact and smile. Introduce yourself; offer assistance. Say the patient's name often.

Integrity: Ensure our customers' right to privacy and modesty. Do what you say you'll do. Exceed expectations.

Responsibility: Live HCHD's mission. Be accountable. Take pride in your appearance and keep our facilities clean.

Satisfaction: Say words like, "my pleasure," and "I'll be happy to." Give everyone prompt service; keep them informed.

Teamwork: Respect and encourage co-workers so our guests' needs are met. Encourage co-workers and recognize them for a job well done.

Quality Assurance/Quality Improvement

The Harris Health System Quality, Safety, and Performance Improvement (QSPI) Plan exists to support and facilitate the continuous improvement of quality healthcare. The QSPI Plan outlines our organizational approach to monitoring and improving quality, patient safety, and performance, as well as describes our approach to quality information management. The plan will be fully implemented in the performance of the program described in this application for funding. Board of Managers (BOM) is the governing body of Harris Health. It maintains ultimate authority and responsibility for the review, approval, and monitoring of our QSPI Plan. In accordance with the BOM Bylaws, the Performance Improvement and Patient Safety Committee:

1. Oversees the Quality, Safety and Performance Improvement (PI) Programs of Harris Health in order to maintain high quality service, patient and staff safety, and overall satisfaction within the organization; and
2. Reviews at least quarterly reports on pertinent matters of quality, safety, and satisfaction, and reports on such matters to the BOM.

The CEO of Harris Health is responsible for the implementation of an integrated quality, safety, and performance-improvement plan. The CEO is authorized to delegate appropriate responsibilities to the Chief Medical Officer (CMO), Chief Operating Officer (COO), Executive Vice Presidents, Senior Vice Presidents, Administrators, Vice Presidents, Associate Administrators, Department Directors, and their staff. The Director of Quality and Patient Safety for the Ambulatory Care Services platform is Christine Victorian, MSN, BSN, RN, CMCN. Harris Health has multiple quality-review forums and functions that support its mission to improve our community's health by delivering high-quality healthcare.

The Quality Management Services Department (QMS) has an integral role in facilitating the quality/PI program. The QMS works collaboratively with Medical Staff and Harris Health staff to facilitate measurement and improvement in an effective and timely manner. The department monitors and reports many performance indicators that reflect the quality and safety of services that our organization provides. Key Performance Indicators (KPIs) are used to monitor systems, processes, and outcomes at all levels throughout the organization.

Patient Satisfaction performance is a significant priority. Our organization utilizes Press Ganey Patient Satisfaction Survey Tool to obtain patient satisfaction scores and ratings. This is a real time patient satisfaction result that can be viewed and monitored by respective unit leadership. The patient satisfaction score is reported on a monthly basis.

The Risk Management Program focuses on reducing the risk of system and process failures as well as reduction of medical errors and hazardous conditions, which in turn reduces the risk of harm to our patients, visitors, and staff. The program promotes improved patient care by identifying actual and potential risks, conducting analysis, and implementing risk reduction strategies.

Harris Health is committed to the review, approval, and implementation of all Standing Delegation Orders (SDOs) in accordance with the Texas Administrative Code, the

Texas Board of State Medical Examiners, the Texas State Board of Nursing, and Harris Health System policies and procedures. As allowed by Harris Health, SDOs provide direction to appropriate clinical staff in order to manage clinical issues for patients prior to the patient being evaluated by a practitioner. Written instructions, orders, rules, regulations, or procedures are prepared and approved by practitioners and are designed for a patient population with specific diseases, disorders, health problems or sets of symptoms. These procedures delineate under what set of conditions and circumstances action should be instituted.

Protocols are developed based on best practice guidelines. Protocols are presented to the Clinical Practice Guidelines Committee for review, recommendation and approval. The protocols are then presented to the Medical Executive Committee to obtain approval from the system-wide Medical Executive Board. Implementation and education plans are developed to deploy protocols to providers and staff. Annually, all protocols are reviewed by the Medical Director and routed for approval.

Professional Development

- a. All Harris Health employees are required to undergo a series of mandatory education courses as a new hire and on an annual basis. Harris Health's Learning and Resource Center (LRC) is committed to promoting and supporting Harris Health employees by offering a variety of courses, programs, and resources that foster continuous learning and align with the goals of the organization. The LRC provides both general and customized learning and development opportunities and solutions for individuals and departments.

The LRC partners with departments, divisions, and management to create an environment that supports learning and performance that advances Harris Health's mission, vision and values. They promote talent development through value-added, needs-based, learning and development activities. Their goal is to achieve efficient, effective learning and development through evaluation and continuous process improvement efforts. These efforts support our goal to provide Healthy Texas Women Program services competently.

The LRC's courses, programs, and resources for staff and community healthcare providers aim to:

- Increase knowledge and skills in clinical and nonclinical areas
- Maintain competencies to deliver high-quality healthcare to Harris County Residents
- Meet governing bodies' educational requirements

Their learning solutions focus on developing or enhancing the competencies and behaviors needed by individuals and teams in order to accomplish meaningful goals and create a positive work culture and climate. As new or updated policies, procedures, and education topics emerge, staff are sent notifications of required trainings that they may attend in person or online in order to remain compliant within their job function.

Delivering care competently and in a culturally sensitive manner is a priority at Harris Health and is one of our main values. Cultural competence, diversity, and inclusion is a core component of our mandatory education.

Additionally, clinical staff are required to attend continuing education courses/conferences in order to maintain their licenses as well as per Harris Health policy. Physician providers attend annual medical retreats and nursing staff attend biannual nursing retreats; these retreats provide an opportunity for detailed in-services on clinical services, processes, and policies. The next retreat is scheduled for Fall 2016.

- b. The Program Director (Deborah Boswell, Director – Community Outreach Services) will be the designated staff person to attend HHSC required meetings and disseminate information across the program platform. As appropriate, other key team members will be invited and encouraged to participate such as lead program Medical Director, Nurse Clinician, and leadership from Patient Eligibility, Patient Access, Finance, and Grant Accounting.

Recruitment

Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Outreach Recruitment and Education

Our strategy to ensure cultural competence and relevance in the delivery of education and recruitment for this program is through the use of Community Health Workers (CHW). CHWs are frontline lay health workers who are often members of the communities they serve; their innate knowledge of local values, common barriers, and culture place them in a unique position to bridge gaps between health/social services and the community. There is an extensive body of evidence that demonstrates that CHWs are effective in reaching at-risk populations, providing linkages between communities and providers, and improving prevention and management of a variety of health outcomes. During community outreach events they will educate women about the HTW program and help them enroll into the program. They will also share this information with pregnant women to ensure they are aware of these resources post-delivery. Events CHWs will attend include health fairs, community meetings, job fairs, food drives, health education events, and staff/volunteer trainings. Harris Health System works alongside community organizations in order to improve health outcomes for Harris County residents. We will leverage these partnerships for opportunities to raise awareness about HTW and share information regarding LARC and other preventive practices. Partners include City of Houston Health Department, Harris County Health and Human Services Department, health coalitions, schools, universities, and faith based institutions. Leveraging these partners helps to ensure broad outreach to communities throughout Harris County. In addition, we will also leverage our partners within the IMPACT Collaborative, Impacting Maternal and Prenatal Care Together. This

community-wide collaborative works to improve the health status of our mothers and infants. Collaborative members are social and medical service providers that focus on the health and social wellbeing of women and children. These partners will join us in our recruitment efforts, as many serve as liaisons to hard-to-reach communities. IMPACT for Families events are another opportunity for outreach and education. It is an initiative through the IMPACT Collaborative with the goal of increasing access to resources in high risk communities. Monthly, resource providers for women, infants, children, and families meet at housing complexes to offer application assistance, make appointments, offer pregnancy testing, give health education, and provide information on programs in the area. These events aim to reduce barriers to receiving care and provide the perfect opportunity for LARC education since they target women of childbearing age.

We will also take advantage of our social media outlets. Harris Health System has accounts on Facebook, Twitter, Pinterest, YouTube, and Reddit. These media outlets will be used to share information about HTW services, promote our health centers, and provide information on contraceptives.

In-reach Recruitment and Education

Eligibility staff and Patient Access Management (PAM) staff are already in place to provide important information to our new and established patients. Our eligibility staff are located in Eligibility Centers which are in underserved communities throughout Harris County. The PAM staff are those that greet and register our patients when they come for appointments. Both eligibility and PAM staff will be trained on the HTW enrollment process and will be able to answer questions regarding program eligibility requirements. PAM staff will also inform postpartum women of this program and encourage them to enroll for continuity of care; pregnant women with Medicaid will be counseled that they will be automatically enrolled into the program and should take advantage of the available services. Community Health Workers will set up information tables in our clinic waiting areas to inform patients about the services offered under the HTW program. Our on-hold messaging system will include educational messages about the benefits of LARC as well as about the services offered under the HTW program. This method will expand our reach to the community at large. The media posts will also serve as a method of reaching our established patients including the 17,000 potentially meeting the HTW eligibility criteria.

Long-Acting Reversible Contraception (LARC) Usage

- a. The following LARC methods are currently and will continue to be provided at our clinics:
 - Intrauterine devices (IUDs)
 - Subdermal contraceptive implants
 - Depo-provera injections
- b. Currently, all Harris Health patients interested in LARCs must attend a physician consult to go over risks/benefits and other relevant patient education information

regarding that type of contraception. We currently have two funded programs, CMS Strong Start and DSRIP OB Navigation, that work specifically with pregnant patients; one of the purposes of these programs is to educate patients on the importance of interconception care, including the use of contraceptives. This is additional to the contraceptive education our pregnant patients receive throughout their pregnancy in preparation for their post-partum visit.

Through our community education efforts, Community Health Workers will be conducting outreach and inreach campaigns and activities to promote HTW program services, including the availability and benefits of LARCs. These activities will be discussed in detail in the Community Education and Recruitment section of this proposal.

- c. Upon the inception of the HTW program, we will conduct various professional development activities for staff to provide them with information about the program, eligibility process, and services provided, including LARCs. Information regarding our training activities is detailed in Forms L/L-1.

Additionally, through past projects such as our CMS Strong Start grant and our DSRIP OB Navigation program, the Program Director has established close relationships with OB/Gyn providers system-wide, including CenteringPregnancy group prenatal care providers. We will use those relationships to strengthen the staff professional development opportunities described above.

FORM I: WORK PLAN

| Program Component A Program Administration and Management | | | | |
|---|--|---|---------------------------------|------------------------|
| Goals: Provide effective and efficient management of HTW program | | | | |
| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
| A. Ensure capacity needs are met through staffing | A. Hire personnel listed in budget (Eligibility Auditor, Patient Account Rep, Community Health Worker, Registered Nurses, Pharmacists, Pharmacy Technicians, Lab Technicians, Medical Assistants/L VNs | A. Human Resources Letter of Hire for each position Meetings scheduled in outlook calendar of members of the administrative team | A. Mrs. Boswell | A. 8/31/16 7/15/16 |
| | Establish administrative team standing meeting | | | |
| B. Ensure provision of support services to clients throughout the entirety of the contract term | B. Establish budget report with grants accounting | B. Monthly report delivery | B. Mrs. Boswell Mr. Anderson | B. 7/31/116 |

FORM I: WORK PLAN

| Program Component B Quality Assurance/Quality Improvement | | | | |
|---|--|---|--------------------------|------------------------|
| Goals: Provide effective monitoring and QA/QI process for HTW program services | | | | |
| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
| A. Establish QA/Q | A. Introduce HTW program to QA/QI team | A. Meeting minutes | A. Mrs. Boswell | A. 7/31/16 |
| B. Develop formal process for monitoring | B. Track patient satisfaction surveys | B. HTW Qa/QI 50% of patient surveys returned | B. Mrs. Victorian | B. 8/31/16 On-going |

FORM I: WORK PLAN

| Program Component C Professional Development | | | | |
|---|---|---|--|----------------------------|
| Goals: Ensure competent delivery of HTW program through professional development | | | | |
| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
| A. Increase staff's knowledge on HTW program eligibility and services | A. Provide staff training on relevant program component | A. Review meeting minutes and attendance sheet | A. Eligibility Supervisor Patient access management Supervisor Nursing Supervisor Pharmacy Supervisor Physician Supervisor | A. 8/31/16 On-going |
| B. Maintain updated information about HTW program at the HHSC level | B. Attend required trainings Distribute information to other department directors to disseminate | B. Attendance Inclusion on department meeting agenda | B. Mrs. Boswell | B. As required On-going |

Program Component D Recruitment

| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
|--|--|---|-------------------------------|----------------------|
| Increase knowledge of program availability | Attend community events hosted by partners | Outreach log (1 event/week # of women seen) | Community Health Worker (CHW) | 8/31/16 and On-going |
| | Coordinate in-reach clinic campaign | (1 event/week # of women seen) | CHW | |
| | Attend service provider meetings | (1 event/week # of providers educated) | Mrs. Boswell | |

FORM I: WORK PLAN

| Program Component E LARC Usage | | | | |
|---|---|--|---|-------------------------|
| Goals: Increase utilization of LARCs among both HTW providers and patients | | | | |
| Objectives | Activities | Measurement | Staff Responsible | Completion Date |
| A. Increase knowledge of LARCs in community | A. Develop community education hand-out | A. Hand-out approved by Patient Education department | A. CHW | A. 8/31/16 and On-going |
| | Attend community events | (1 event/week # of women seen) | | |
| | Coordinate in-reach clinic campaign | (1 event/week # of providers educated) | | |
| B. Increase knowledge of LARCs among providers | B. Present information at provider staff meetings | B. Attendance sheet and meeting minutes | B. Dr. Babber, Dr. Gardner, or designee | B. 8/31/16 and On-going |

FORM J: ASSESSMENT NARRATIVE

**Legal Business Name
of Respondent:**

Harris County Hospital District

Part A

| Source of Assessment Data | Date of Each Assessment Source |
|--|--------------------------------|
| 1. United States Census Bureau March 28, 2016 http://www.census.gov/quickfacts/table/PST045215/48201 | March 28, 2016 |
| 2. Texas Health Data Center for Health Statistics http://healthdata.dshs.texas.gov/HealthFactsProfiles March 28, 2016 | March 28, 2016 |
| 3. Birth data - Texas Department of State Health Services Center for Health Statistics October 2015 | October 2015 |
| 4. Harris Health System births for 2013 January 2014 Data Carolyn Fairchild Perinatal Nursing IS Coordinator Ben Taub General Hospital, Lyndon B Johnson General Hospital, and Harris Health System Cancer data | October 2015 |
| 5. State Cancer Profiles Center for Disease Control. Grouped five year data 2008-2012 http://statecancerprofiles.cancer.gov/index.html Accessed Aug 4, 2015 | Accessed Aug 4, 2015 |
| 6. Texas Behavioral Risk Factor Surveillance System (BRFSS) 2014 Summary Tables for Harris County, Texas Department of State Health Services Center for Health Statistics. Prepared January 6, 2016. Received March 29, 2016 | March 29, 2016 |
| 7. 2014 American Community Survey 1 year estimates S1701: Poverty Status in the last 12 months. | March 30, 2016 |
| 8. 2014 American Community Survey 1 year estimates B27010 and S2401: TYPES down loaded March 30, 2016 | March 30, 2016 |
| 9. Texas Department of State Health Services, 2005-2008). | March 31, 2016 |
| 10. 2014 American Community Survey 1 year estimates B01001: SEX BY AGE - Universe: Total population Downloaded March 30, 2016 | March 30, 2016 |
| 11. CDC Wonder data base Compressed mortality files for O codes http://wonder.cdc.gov/ Last calculation updated February 2, 2016 | February 2, 2016 |
| 12. United States Department of Labor, Local area Unemployment Statistics http://www.bls.gov/web/metro/laurgma.htm Accessed March 31, 2016 | March 31, 2016 |
| 13. National Center for Health Statistics. Health, United States, 2014: With Special Feature on Adults Aged 55–64. Hyattsville, MD. 2015. http://www.cdc.gov/nchs/data/hus/hus14.pdf#059 accessed March 31, 2016 | March 31, 2016 |
| 14. Center for Disease Control (CDC) Diabetes http://www.cdc.gov/diabetes/data/ | March 31, 2016 |

Part B

Harris County

Harris County, in southeast Texas, is the third largest county in the nation. The racially and ethnically diverse population (4,441,370 - 2014 estimates),(1) lives in an area of 1,729 square miles with approximately 2502 individuals per square mile(2). The population is diverse with 31.4 percent white non-Hispanic, 19.5 percent black non-Hispanic, 41.8 percent Hispanic and 6.2 percent Asian alone. The remaining 1.1 percent includes American Indian and others (1)

Demographic and Socioeconomic data

In 2014, there were 1,409,027 women age 18-64 and 384,301 (27.3%) of them had no health insurance coverage. There were 1,404,666 men age 18-64 and 431,574 (30.7%) of them had no health insurance (8). There are 884,332 women age 18-44 and 283,063 (32%) of them had no health insurance (8). In the 15-17 year old age group, there were 97,001 males (2.2% of the population) and 92,264 females (2.1% of the population) (10). In 2014 for the 18 to 34 year olds 399,437 (34.8%) were uninsured, and 84,655(7.4%) had Medicaid means-tested public coverage. For the 35 to 64 year olds 416,438 (25.0%) were uninsured, and 109,066(6.6 %) had Medicaid means-tested public coverage (8). Harris County median household income in 2014 dollars was \$53,822 (5 year ACS 2010-2014) and the per capita income in the last 12 months was \$28,454(1). In Harris County in 2014, 14.8% of individuals 18 - 64 years of age are below poverty, for females the rate is 19.1% (7). 1,706,429 individuals (38.8% of the population) in Harris County are at 200 percent of poverty level.

Community-Wide Health Status (maybe just list top morbidity/mortality stats?)

The breast cancer mortality rate for Harris County 2008 - 2012 was 23.7/100,000 women the Healthy People 2020 goal is 20.6. /100,000. The cervical cancer mortality rate for Harris County 2008-2012 was 2.8 deaths /100,000 women. The Healthy People 2020 goal is 2.2/100,000. The CDC state that nationally about 28% of the people with diabetes are undiagnosed and estimated that 7.1% (102,895) women in Harris County have diabetes. (14). In Harris County 27.7% of women were classified as overweight and 36.4 as obese with only 2.7 underweight and 33.35 of normal weight. For the overall population with income less than \$25,000 28.8% were overweight and 40.7 were obese. According to the 2014 BRFSS 24.2% of women reported they had 5+ days of poor mental health, and 10.2% reported 14 days + of poor mental health. 15.3% said that they have been told by a health provider that they have a depressive disorder. According to the 2014 BRFSS 13.6% of the Harris County population are current smokers, 9.9% of women smoke and 17.8% of men.

Priority Population

The priority population is non-pregnant female residents of Harris County, age 15-44 who are U.S citizens/legal immigrants and have an income at 200% or below the federal poverty level. The characteristics of the priority population mirror the socioeconomic data of the general Harris County population.

Current Population Served

Harris Health System's outpatient/ambulatory care services include 18 community health centers, one free-standing HIV/AIDS treatment center, two multi-specialty clinics, six same day clinics, five school-based clinics, ten homeless shelter clinics and five homeless eligibility service locations, one free-standing dental center, one geriatric assessment center, and immunization and medical outreach program with mobile health units. In FY2015 we had 54,696 cases occupying hospital beds, 6,683 births, 182,099 emergency visits, and 1,950,472 outpatient clinic visits. Our patient demographics are 59.6% Hispanic, 24.9% African American, 8.3% Caucasian, 4.8% Asian/Pacific, 2.1% other, and 0.2% American Indian.

Gaps In Resources and Potential Barriers

A large gap in resources is caused by the lack of access to care which is due to the decision not to expand Medicaid in Texas. Many working residents cannot afford the premiums required for the Health Insurance Marketplace plans and do not qualify for enough subsidies to cover their needs. Some of these same residents may have an income that exceeds the limit for Medicaid which results in them not having any medical coverage. Other barriers include lack of access to a primary care provider, lack of knowledge of available resources and services, communication due to language, lack of health insurance, and transportation.

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program will allow women age 15-44 < 200% below FPL to obtain healthcare, addressing the barrier of lack of insurance and lack of access to primary care provider. Harris Health System has 5 Eligibility Centers which provide direct patient assistance with the Harris Health System Financial Assistance application, Medicaid, CHIP, Title V, Expanded Primary Health Care, and the Texas Women's Health Plan.
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program will allow for women unaware of the resource or with pending applications to obtain healthcare while waiting on eligibility confirmation. We currently have access to a language line with dual handset phones in all of our centers to address language barriers. While most patients require interpretations from English to Spanish, services are available in 150 different languages.
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery will enable frontline staff to inform patients about the program and competently answer their questions regarding eligibility and service coverage. Frontline staff include Patient Access Management, Community Health Workers, and Eligibility workers. Most of our frontline and eligibility staff are bilingual which helps to overcome language barriers.
- (4) Lack of knowledge related to availability of women's primary care services is also a barrier. Outreach and Community Health Workers will provide information on the availability of women's health services and enrollment assistance during outreach events. The poverty level for females is also a barrier as many do not have transportation. While we do not provide transportation service, we do have multiple health centers along public transportation routes.

FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

1. Legal Business

Name of Respondent: 2. Harris County Hospital District

Clinic Site # 15 of 15, all Yes responses for all 15 clinic site readiness

| | | |
|--|---|---------------------------------------|
| Appropriate signage to identify funded entity? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Space for clinical and administrative staff? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Locked storage for charts, records, medications and medical supplies? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Proper disposal for medical waste? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| CLIA certification for level of tests performed? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Handicap-accessible clinic sites that are geographically close to target population? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate emergency policies/procedures and supplies as applicable? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Appropriate use of interpreter services and language translation (including resources for both)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Compliance with ADA requirements? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Financial management systems including secure data storage? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 1 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Acres Home Health Center | | | | |
| Street Address: | 818 Ringold Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77088 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 281-448-6391 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 02091 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 7am | 12pm | 12pm | 4pm | | |
| TUESDAY | 7am | 12pm | 12pm | 4pm | | |
| WEDNESDAY | 7am | 12pm | 12pm | 4pm | | |
| THURSDAY | 7am | 12pm | 12pm | 4pm | | |
| FRIDAY | 7am | 12pm | 12pm | 4pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 100 | | 80 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 2 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Aldine Health Center | | | | |
| Street Address: | 4755 Aldine Mail Route | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77039 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 281-985-7600 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 18715 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 3 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|-----------------------|------------------------------|--|-----------|-----------------|
| Clinic Name: | Baytown Health Center | | | | |
| Street Address: | 1602 Garth Road | | | Suite : | |
| City: | Baytown | County: | Harris | Zip Code: | 77520 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: 713-526-4243 | | | | | |
| Clinic PRIMARY Phone #: 281-837-2700 | | | Fax: | | |
| Service Area (counties to be served): Harris | | | | | |
| | | | | | |
| Contact Person: Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | | |
| Pharmacy License #: | | 02090 | Class: | A | |
| TPI#: 1333551-08 | | | NPI#: 1205900370 | | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Mobile Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 7am | 12pm | 12pm | 5pm | | |
| TUESDAY | 7am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 7am | 12pm | 12pm | 5pm | | |
| THURSDAY | 7am | 12pm | 12pm | 5pm | | |
| FRIDAY | 7am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 100 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 4 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Casa De Amigos Health Center | | | | |
| Street Address: | 1615 North Main Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77009 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-222-2272 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 02092 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 7am | 12pm | 12pm | 4pm | | |
| TUESDAY | 7am | 12pm | 12pm | 4pm | | |
| WEDNESDAY | 7am | 12pm | 12pm | 4pm | | |
| THURSDAY | 7am | 12pm | 12pm | 4pm | | |
| FRIDAY | 7am | 12pm | 12pm | 4pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 100 | | 80 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 5 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | El Franco Lee Health Center | | | | |
| Street Address: | 8901 Boone Road | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77099 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 281-454-0500 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 26342 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 6 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Gulfgate Health Center | | | | |
| Street Address: | 7550 Office City Drive | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77012 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-495-3700 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 02093 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 7 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Martin Luther King, Jr. Health Center | | | | |
| Street Address: | 3550 Swingle Road | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77047 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-547-1000 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 26832 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 7am | 12pm | 12pm | 4pm | | |
| TUESDAY | 7am | 12pm | 12pm | 4pm | | |
| WEDNESDAY | 7am | 12pm | 12pm | 4pm | | |
| THURSDAY | 7am | 12pm | 12pm | 4pm | | |
| FRIDAY | 7am | 12pm | 12pm | 4pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 100 | | 80 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 8 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | | | |
|---|-----------------------------------|------------------------------|--------|--|---------|------|------|
| Clinic Name: | Northwest Health Center | | | | | | |
| Street Address: | 1100 West 34 th Street | | | | Suite : | | |
| City: | Houston | County: | Harris | Zip Code: | 77018 | HSR: | 6/5S |
| Clinic APPOINTMENT Phone #: 713-526-4243 | | | | | | | |
| Clinic PRIMARY Phone #: 713-861-3939 | | | | Fax: | | | |
| Service Area (counties to be served): Harris | | | | | | | |
| | | | | | | | |
| Contact Person: Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | | | | |
| Pharmacy License #: | | 02096 | | Class: | A | | |
| TPI#: 1333551-08 | | | | NPI#: 1205900370 | | | |
| Submission date of Medicaid Application: May 2016 | | | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | | <input type="checkbox"/> Yes | | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|-----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | 5pm | 8pm |
| TUESDAY | 8am | 12pm | 12pm | 5pm | 5pm | 8pm |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | 5pm | 8pm |
| THURSDAY | 8am | 12pm | 12pm | 5pm | 5pm | 8pm |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 48 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 9 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|--------------------------|------------------------------|------------------|--|-----------------|
| Clinic Name: | Settegast Health Center | | | | |
| Street Address: | 9105 North Wayside Drive | | | | Suite : |
| City: | Houston | County: | Harris | Zip Code: | 77088 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: 713-526-4243 | | | | | |
| Clinic PRIMARY Phone #: 713-633-2020 | | | Fax: | | |
| Service Area (counties to be served): Harris | | | | | |
| | | | | | |
| Contact Person: Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | | |
| Pharmacy License #: 02095 | | Class: A | | | |
| TPI#: 1333551-08 | | | NPI#: 1205900370 | | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | | <input checked="" type="checkbox"/> No | |
| Mobile Site: | | <input type="checkbox"/> Yes | | <input checked="" type="checkbox"/> No | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 10 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-------|
| Clinic Name: | Squatty Lyons Health Center | | | | |
| Street Address: | 1712 First Street | | | Suite : | M-20 |
| City: | Humble | County: | Harris | Zip Code: | 77338 |
| | | | | HSR: | 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 281-446-4139 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 16532 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 11 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|--------------------------|------------------------------|--|-----------|-----------------|
| Clinic Name: | Strawberry Health Center | | | | |
| Street Address: | 927 East Shaw Road | | | Suite : | |
| City: | Pasadena | County: | Harris | Zip Code: | 77506 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: 713-526-4243 | | | | | |
| Clinic PRIMARY Phone #: 713-982-5900 | | | Fax: | | |
| Service Area (counties to be served): Harris | | | | | |
| | | | | | |
| Contact Person: Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | | |
| Pharmacy License #: | | 05670 | Class: | A | |
| TPI#: 1333551-08 | | | NPI#: 1205900370 | | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Mobile Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 12 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Thomas Street Health Center | | | | |
| Street Address: | 2015 Thomas Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77009 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-873-4000 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 13178 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 13 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|------------------------|------------------------------|--|-----------|-----------------|
| Clinic Name: | Vallbona Health Center | | | | |
| Street Address: | 6630 DeMoss Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77074 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: 713-526-4243 | | | | | |
| Clinic PRIMARY Phone #: 713-272-2600 | | | Fax: | | |
| Service Area (counties to be served): Harris | | | | | |
| | | | | | |
| Contact Person: Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | | |
| Pharmacy License #: | | 18709 | Class: | A | |
| TPI#: 1333551-08 | | | NPI#: 1205900370 | | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Mobile Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name

of Respondent: Harris County Hospital District

Clinic Site # 14 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|------------------------------|--|------------|-----------------|
| Clinic Name: | Outpatient Center (adjacent to LBJ General Hospital) | | | | |
| Street Address: | 5550 Kelley Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77026 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-566-4768 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 29116 | Class: | C | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |
| Mobile Site: | | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|-----------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

**Legal Business Name
of Respondent:**

Harris County Hospital District

Clinic Site # 15 of 15

CLINIC SITE INFORMATION: Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate.*

| | | | | | |
|---|---|--|--------|------------|-----------------|
| Clinic Name: | Smith Clinic | | | | |
| Street Address: | 2525-A Holly Hall Street | | | Suite : | |
| City: | Houston | County: | Harris | Zip Code: | 77054 HSR: 6/5S |
| Clinic APPOINTMENT Phone #: | 713-526-4243 | | | | |
| Clinic PRIMARY Phone #: | 713-566-3600 | | Fax: | | |
| Service Area (counties to be served): | Harris | | | | |
| | | | | | |
| Contact Person: | Michael Gardner, MD, MPH, MMM, Executive Vice President/Administrator | | | | |
| Pharmacy License #: | 27948 | Class: | A | | |
| TPI#: | 1333551-08 | | NPI#: | 1205900370 | |
| Submission date of Medicaid Application: May 2016 | | | | | |
| Subcontractor Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |
| Mobile Site: | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | | | |

CLINIC HOURS

| DAY | HOURS OF OPERATION | | | | | |
|------------------------|--------------------|------|-----------|-----|---------------------|----|
| | Morning | | Afternoon | | Evening (after 5pm) | |
| | From | To | From | To | From | To |
| MONDAY | 8am | 12pm | 12pm | 5pm | | |
| TUESDAY | 8am | 12pm | 12pm | 5pm | | |
| WEDNESDAY | 8am | 12pm | 12pm | 5pm | | |
| THURSDAY | 8am | 12pm | 12pm | 5pm | | |
| FRIDAY | 8am | 12pm | 12pm | 5pm | | |
| SATURDAY | | | | | | |
| SUNDAY | | | | | | |
| TOTAL HRS/MONTH | 80 | | 100 | | 0 | |

FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name
of Respondent:**

Harris County Hospital District

1. The Harris Health Learning and Resource Center (LRC), a division of Human Resources, is committed to promoting and supporting Harris Health employees by offering a variety of courses, programs, and resources that foster continuous learning and align with the goals of the organization. Our goal is to achieve efficient, effective learning and development through evaluation and continuous process improvement efforts. The LRC is under the direction of the LRC Administrative Director. His team includes degree prepared instructors who specialize in an array of topics including regulatory compliance.

The Harris Health Nursing Education department provides evidenced based staff development programs to enhance nursing practice and provide for professional advancement. Under the leadership of the Director of Nursing Education, the Nursing Instructors work together and collaboratively with the Clinical Resource Nurses to guide Nursing Orientation, Competency Assessment Validation Development and Maintenance, the Nursing Internship Program, the Preceptor Program, In-services, CNE (Continuing Nurse Education), and the Work/School Program.

The providers at Harris Health include medical faculty from both Baylor College of Medicine and UT Health. These schools of medicine have oversight of their respective teaching programs. The Harris Health Medical Staff Services and Credentialing Office ensure that all provider training requirements are completed and maintained accordingly.

The Ambulatory Care Services (ACS) platform ensures clinical and support staff training is conducted for all new hires and ongoing education. The health centers are guided by a triad leadership composed of clinic medical director, operations manager and nurse manager. Routine monthly meetings are held with ACS leadership, Medical Executive Council and Nurse Executive Council. Information is brought back by the triad leaders to their respective sites and shared with personnel during staff meetings and in-service trainings.

The Harris Health Director of Community Outreach Services department, acting as the Healthy Texas Women (HTW) program manager, will collaborate with all leadership involved with staff education. Messages and training materials will be developed and shared accordingly to ensure system-wide communication supports the awareness, program knowledge and ability to assist eligible women with the Healthy Texas Women program. The HTW program manager will engage the Harris Health Corporate Communications department which is responsible for all system-wide communication, media relations, publications, graphic development, event planning, printed and online content, Beat Briefs newsletter, brochures and fliers used within our system; to ensure that the HTW launch and program information will disseminate out through all varied employee communication formats.

2. The billing and eligibility departments at Harris Health are under the leadership of the Finance department. The Senior Vice President of Revenue Cycle reports directly to our CFO and has oversight of both the Administrative Director of Patient Eligibility and Registration Services and the Director of Operations, Patient Financial Services. Managers reporting to these directors ensure that staff development is provided for new hires and ongoing staff education as needed to successfully optimize their productivity. Both eligibility and billing areas have instructors and/or quality auditors. Staff updates are approved by Finance leadership to comply with all Harris Health policies, procedures and regulations then dispersed to managers and their staff by email, bulletin boards, and routine staff meetings.

The Harris Health Director of Community Outreach Services department, acting as the HTW program manager, will collaborate with Finance leadership to ensure training needs will be met accordingly. Training will include guidance from HHSC and incorporated into all messages and materials shared to support the awareness, program knowledge, ability to assist eligible women, and to prepare and submit HTW fee-for-service claims to TMHP.

3. All Harris Health employees attend a new hire general orientation upon joining the organization. The general orientation for new hires is offered every other week to coincide with pay period start dates. After two days of general orientation; new staff proceed to their respective departments for job specific orientation. Managers complete a department orientation checklist on all newly hired staff. Once the checklist is completed, signed and dated the documentation is submitted to human resources. Human resources assesses and ensures education compliance. Specific clinician orientation training is held by Nursing Education for nursing staff and Medical Staff Services for providers when joining Harris Health.

All needs assessment findings not meeting goals are addressed and documented for further review. Additional specialized training is developed and delivered for employees as needed throughout the year. In regards to performance improvement action plans, education is a standard strategy included to impact change. Action plans are reviewed and approved by the Quality Review Council which meets monthly and facilitated by clinical and operational leadership. Progress reports and updates are presented on a routine scheduled basis with frequency depending on the action plans strategies, needs and/or regulatory guidance.

The HTW program manager will work collaboratively with the LRC, nursing and clinical champions to identify current practices regarding utilization of HTW covered services including Long Acting Reversible Contraceptives (LARCs). These assessment findings will guide development and delivery of continuing education on these topics. Harris Health is an Accreditation Council For Continuing Medical Education (ACCME)-accredited provider and an Approved Provider of continuing nursing education (CNE) conducted with in house experts and/or will seek outside experts as needed.

4. All Harris Health employees must complete identified mandatory education on an annual basis each calendar year of service. The LRC maintains all employee education records. Depending on education format, records may be paper sign in sheets for instructor-led classes or electronic completion for online and/or web based training. Ongoing training facilitated by managers in routine staff meetings will be documented through sign in sheets and attendance records. Reports on staff education completed are included in the individual annual performance reviews. The annual performance review provides an opportunity for the manager and employee to develop strategies and goals to improve in areas as indicated.

Another format of available training is through an online library of educational videos, courses, and other programs covering a variety of topics maintained by the LRC. Additionally, the Nursing Education and Medical Staff Services maintain SharePoint sites which also house online libraries, videos, power point presentations, and support materials such as quick reference guides for operational procedures. Any HTW training materials will be made available to staff and providers through these online libraries. This will ensure that if staff needs are identified to increase knowledge or skills regarding the HTW program, managers will have these resources available to ensure staff are adequately informed.

FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name
of Respondent:**

Harris County Hospital District

| Date | Topic / Activity | Presenter | Location Within Agency |
|-------------|---|--|--|
| June 2016 | Intro to Healthy Texas Women Program Launch | HTW program manager Corporate Communications | Beat Brief newsletter and email blasts |
| July 2016 | Clinical Quick Reference Guide to Healthy Texas Woman Program | HTW program manager Clinical operations | ACS Exec & Clinic staff meetings |
| July 2016 | Finance Quick Reference Guide to Healthy Texas Women Program | HTW program manager Finance eligibility and billing leadership | Finance Exec and staff meetings |
| July 2016 | Community Outreach Quick Reference Guide to Healthy Texas Woman Program | HTW program manager/ Community Outreach director | Community Outreach staff meetings |
| Sept 2016 | HTW Program updates | HTW program manager Clinical operations | ACS Exec & Clinic staff meetings |
| Sept 2016 | HTW Program updates | HTW program manager Finance eligibility and billing leadership | Finance Exec and staff meetings |
| Sept 2016 | HTW Program updates | HTW program manager/ Community Outreach director | Community Outreach staff meetings |
| Oct 2016 | Long Acting Reversible Contraceptive (LARC) practices | CNE Provider | Nursing Managers Retreat |
| Jan 2017 | HTW Program updates | HTW program manager Clinical operations | ACS Exec & Clinic staff meetings |
| Jan 2017 | HTW Program updates | HTW program manager Finance eligibility and billing leadership | Finance Exec and staff meetings |
| Jan 2017 | HTW Program updates | HTW program manager/ Community Outreach director | Community Outreach staff meetings |
| Jan 2017 | Long Acting Reversible Contraceptive (LARC) practices | CME Provider | Medical Providers Retreat |
| April 2017 | HTW Program updates | HTW program manager Clinical operations | ACS Exec & Clinic staff meetings |
| April 2017 | HTW Program updates | HTW program manager Finance eligibility and billing leadership | Finance Exec and staff meetings |
| April 2017 | HTW Program updates | HTW program manager/ Community Outreach director | Community Outreach staff meetings |
| April 2017 | Long Acting Reversible Contraceptive (LARC) practices | CNE Provider | Nursing Managers/staff meeting |
| June 2017 | Long Acting Reversible Contraceptive (LARC) practices | CME Provider | Medical Providers meeting |
| July 2017 | HTW Program updates | HTW program manager Clinical operations | ACS Exec & Clinic staff meetings |
| July 2017 | HTW Program updates | HTW program manager Finance eligibility and billing leadership | Finance Exec and staff meetings |
| July 2017 | HTW Program updates | HTW program manager/ Community Outreach director | Community Outreach staff meetings |

FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name
of Respondent:**

Harris County Hospital District

Harris Health System values, among other things, quality healthcare, education and communication and therefore maintains a strong presence in the Harris County community. This is accomplished through strategic partnerships and daily community interaction. Harris Health System receives numerous requests via our website online, through email, and our phone infoline to participate in community health fairs and events. Our active participation allows us to supplement services by providing health information and health awareness to residents of Harris County. The Community Outreach Services Department deploys teams of multilingual outreach educators and community health workers to the community to provide health education and assistance with accessing Harris Health System and other resources.

In order to inform the public of the program's purpose and services and enhance the community's understanding of its objectives, we will distribute education and Harris Health System access materials at community events, provider networking events, and within our clinics and hospitals. Community Health Workers will set up information tables in our clinic waiting areas to inform patients about the services offered under the HTW program. We will incorporate marketing materials such as hand bills and brochures, hang posters in community service centers and post messages on Harris Health's social media sites. Education materials disseminated will include basic Women's Health Services and Family Planning Services education as well as the benefits of long acting reversible contraception (LARC).

We will enlist community support and recruit potential clients for the HTW Program through our IMPACT Collaborative, Impacting Maternal and Prenatal Care Together. This collaborative was initially convened by Harris County Hospital District (HCHD) in order to engage Community-wide stakeholders in efforts to improve maternity care, interconception care, and birth outcomes in the Greater Houston Area. Over the past six years this collaborative has worked together to share ideas, build consensus, and achieve a unified commitment to sustainable solutions that will improve the health status of our mothers and infants. We have also developed partnerships that allow for the exchange of information and referral of clients/patients. Members of the collaborative include social and health service providers such as Gateway to Care Navigation Services, Community Health Choice Health Plan, Maximus Texas Health Steps, Texas Children's Health Plan, Bristow Healthcare Case Management, Nurse Family Partnership, Women Infant and Children (WIC) services, March of Dimes Honey Child Project, and the United Way Houston helpline. These providers will serve as external recruitment partners by referring potential clients for the HTW Program to Harris Health System. Additionally, we are able to refer our patients to these partners to receive appropriate social and health services.

Media releases will be made on Harris Health System's Facebook, Twitter, Pinterest, YouTube, and Reddit accounts. Posts will include Harris Health System service promotion, HTW program promotion, and LARC education messages. Health promotion and education along with eligibility services and navigation support address many of the aforementioned needs of our community.

Form M-1: Community Education Program Promotion Calendar

| Month | Topic | Presentation Dates | Locations | Presenters |
|----------------|----------------------------|--------------------|--|------------|
| July 2016 | | | | |
| | HTW Program Promotion/LARC | July 6, July 20 | A.C. Taylor and Northwest Health Center | Dedra |
| | HTW Program Promotion | July 14 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion | July 20 | Southwest Multi-Service Center (Healthy Families, Healthy Futures) | Andrea |
| | HTW Program Promotion | July 19 | Women Infant and Children (WIC) Harris County | Dedra |
| | HTW Program Promotion/LARC | July 20 | IMPACT Collaborative Steering Committee (SC) Meeting | Jamie |
| | HTW Program Promotion | July 27 | Neighborhood Centers Inc | Andrea |
| | HTW Program Promotion/LARC | July 29 | IMPACT For Families | Dedra |
| August 2016 | | | | |
| | HTW Program Promotion/LARC | Aug 3, Aug, 17 | Acres Homes and Bear Creek Health Center | Andrea |
| | HTW Program Promotion | Aug 11 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion/LARC | Aug 9 | Nurse Family Partnership | Dedra |
| | HTW Program Promotion | Aug 17 | Women Infant and Children (WIC) Houston | Dedra |
| | HTW Program Promotion/LARC | Aug 17 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion/LARC | Aug 26 | IMPACT For Families | Dedra |
| September 2016 | | | | |
| | HTW Program Promotion/LARC | Sept 7, Sept 21 | Aldine and Pasadena Health Center | Dedra |
| | HTW Program Promotion | Sept 15 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion/LARC | Sept 21 | Southwest Multi-Service Center (Healthy Families, Healthy Futures) | |
| | HTW Program Promotion/LARC | Sept 21 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion | Sept 28 | Neighborhood Centers Inc | Andrea |
| | HTW Program Promotion/LARC | Sept 23 | IMPACT For Families | Dedra |
| October 2016 | | | | |
| | HTW Program Promotion/LARC | Oct 5, Oct 19 | Baytown and Robert Carrasco Health Center | Andrea |
| | HTW Program Promotion/LARC | Oct 13 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion/LARC | Oct 19 | IMPACT Collaborative SC Meeting | Jamie |

| | | | | |
|---------------|----------------------------|---------------|--|--------|
| | HTW Program Promotion/LARC | Oct 28 | IMPACT For Families | Dedra |
| November 2016 | | | | |
| | HTW Program Promotion/LARC | Nov 2, Nov 16 | Casa De Amigos and Settegast Health Center | Dedra |
| | HTW Program Promotion | Nov 10 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion/LARC | Nov 8 | Nurse Family Partnership | Dedra |
| | HTW Program Promotion | Nov 23 | Mental Health America of Greater Houston | Andrea |
| | HTW Program Promotion/LARC | Nov 16 | IMPACT Collaborative SC Meeting | Jamie |
| December 2016 | | | | |
| | HTW Program Promotion/LARC | Dec 7, Dec 21 | Cypress and Sheldon Health Center | Andrea |
| | HTW Program Promotion | Dec 8 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion/LARC | Dec 21 | IMPACT Collaborative SC Meeting | Jamie |
| January 2017 | | | | |
| | HTW Program Promotion/LARC | Jan 4, Jan 18 | Danny Jackson and Southside Health Center | Dedra |
| | HTW Program Promotion | Jan 12 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion/LARC | Jan 18 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion | Jan 25 | Mental Health America of Greater Houston | Andrea |
| February 2017 | | | | |
| | HTW Program Promotion/LARC | Feb 1, Feb 15 | El Franco Lee and Squatty Lyons Health Center | Andrea |
| | HTW Program Promotion | Feb 9 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion | Feb 15 | Southwest Multi-Service Center (Healthy Families, Healthy Futures) | Andrea |
| | HTW Program Promotion/LARC | Feb 15 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion | Feb 22 | Neighborhood Centers Inc | Andrea |
| | HTW Program Promotion/LARC | Feb 24 | IMPACT For Families | Dedra |
| March 2017 | | | | |
| | HTW Program Promotion/LARC | Mar 1, Mar 15 | Goose Creek and Strawberry Health Center | Dedra |
| | HTW Program Promotion | Mar 9 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion | Mar 14 | Nurse Family Partnership | Dedra |
| | HTW Program Promotion/LARC | Mar 15 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion | Mar 22 | Mental Health America of Greater Houston | Andrea |
| | HTW Program Promotion/LARC | Mar 24 | IMPACT For Families | Dedra |
| April 2017 | | | | |

| | | | | |
|-------------|----------------------------|-----------------|--|--------|
| | HTW Program Promotion/LARC | Apr 5, Apr 19 | Gulfgate and Thomas Street Health Center | Andrea |
| | HTW Program Promotion | April 13 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion/LARC | Apr 19 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion/LARC | Apr 28 | IMPACT For Families | Dedra |
| May 2017 | | | | |
| | HTW Program Promotion/LARC | May 3, May 17 | Long Branch and Vallbona Health Center | Dedra |
| | HTW Program Promotion | May 11 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion/LARC | May 17 | IMPACT Collaborative SC Meeting | Jamie |
| | | May 24 | Mental Health America of Greater Houston | Andrea |
| | HTW Program Promotion/LARC | May 26 | IMPACT For Families | Dedra |
| June 2017 | | | | |
| | HTW Program Promotion/LARC | June 7, June 21 | MLK Health Center and Smith Clinic | Andrea |
| | HTW Program Promotion/LARC | June 8 | United Way Interagency Meeting | Dedra |
| | HTW Program Promotion | June 21 | Southwest Multi-Service Center (Healthy Families, Healthy Futures) | Andrea |
| | HTW Program Promotion/LARC | June 21 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion | June 28 | Neighborhood Centers Inc | Andrea |
| | HTW Program Promotion/LARC | June 22 | IMPACT For Families | Dedra |
| July 2017 | | | | |
| | HTW Program Promotion/LARC | July 5 | Outpatient Center | Dedra |
| | HTW Program Promotion | July 13 | United Way Interagency Meeting | Andrea |
| | HTW Program Promotion/LARC | July 11 | Nurse Family Partnership | Dedra |
| | HTW Program Promotion/LARC | July 19 | IMPACT Collaborative SC Meeting | Jamie |
| | HTW Program Promotion/LARC | July 28 | IMPACT For Families | Dedra |
| August 2017 | | | | |
| | | | | |
| | | | | |

APPENDIX E: Healthy Texas Women Certification

Legal Business Name of
Respondent:

HARRIS COUNTY HOSPITAL DISTRICT

This certification pertains to the following billing or performing provider:

Provider Name Harris County Hospital District

Federal Tax ID Number 74-1536936

NPI Number 1205900370

If provider does not have an NPI, Submission Date of Medicaid Application _____

Provider's primary billing address:

Street Address 2525 Holly Hall

City/State/Zip Code Houston, TX 77054-4124

Telephone Number (713) 566-6400

Provider's primary physical address:

Street Address 2525 Holly Hall

City/State/Zip Code Houston, TX 77054-4124

Telephone Number _____ (713) 566-6400

DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:
common ownership, management, or control;
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;
or
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is George V. Masi. I am the provider or, if the provider is an organization, I am the provider's (title or position) President and CEO. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
 - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
 - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
 - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
 - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
 - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
 - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
 - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)


Effective Date of Certification: 04/19/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification


Signature: _____



Printed Name: George V. Masi

Title: President/CEO

Date: _____



Section 3 – Value-added Benefits

As the Harris County indigent care provider, patients residing in Harris County living below or at 150% of the Federal Poverty Level (FPL) will be provided with healthcare services at a discounted rate regardless of the ability to pay. Harris Health serves as a network provider and accepts many commercial insurance plans and coverage programs including Medicaid, Medicare, ACA Marketplace plans, and more. A list of accepted plans can be found on our website www.harrishealth.org. If a patient does not have coverage or is above our indigent care threshold, we will provide services on a self-pay basis with charges adjusted down to Medicare rates. Any needed services not covered by HTW will be offered to the patient.

Section 4 – Assumptions

Harris County Hospital District dba Harris Health System was re-enrolled on 6-20-2015 in Texas Medicaid as a Hospital Provider (TPI 1333551-04). Per discussions with Texas Medicaid & Healthcare Partnership (TMHP) we will submit the re-enrollment application for our Family Planning Texas Provider Identification (TPI) number (1333551-08) no later than June 17, 2016 for the HTW Fee-for-Service Program.

Harris Health is a governmental entity authorized to furnish hospital and medical care to indigent residents of Harris County pursuant to Chapter 281 of the Texas Health and Safety Code. Harris Health's liability is governed by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Ami. Sections 101.001 et. seq., as amended, and is self-insured. Under this status Harris Health System does not obtain general liability insurance.

Section 5 – Appendices

No Appendices are included except for Appendix E (HTW Certification) following Form M-1 in Section 2.

Section 6 – HUB Subcontracting Plan

Please find one HUB Subcontracting Plan enclosed in a separate, sealed envelope



Rev. 09/15

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Harris County Hospital District State of Texas VID #: 17415369366000
Point of Contact: Denny L. Anderson, MBA, CGMS Phone #: (713) 566-6752
E-mail Address: denny.anderson@harrishealth.org Fax #: (713) 566-6717
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 03/22/2016

(mm/dd/yyyy)

Enter your company's name here: Harris County Hospital District Requisition #: 529-16-0094

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☒ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item # | Subcontracting Opportunity Description | HUBs | | Non-HUBs |
|---|--|--|---|--|
| | | Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs. |
| 1 | | % | % | % |
| 2 | | % | % | % |
| 3 | | % | % | % |
| 4 | | % | % | % |
| 5 | | % | % | % |
| 6 | | % | % | % |
| 7 | | % | % | % |
| 8 | | % | % | % |
| 9 | | % | % | % |
| 10 | | % | % | % |
| 11 | | % | % | % |
| 12 | | % | % | % |
| 13 | | % | % | % |
| 14 | | % | % | % |
| 15 | | % | % | % |
| Aggregate percentages of the contract expected to be subcontracted: | | % | % | % |

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Harris County Hospital District Requisition #: 529-16-0094

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

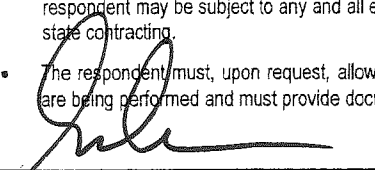
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Harris County Hospital District d/b/a Harris Health System is a community-owned, comprehensive, and integrated healthcare system dedicated to providing healthcare to all residents of Harris County regardless of their ability to pay. Services under this RFP will be provided on-site at the health centers utilizing the personnel of Harris Health and/or the affiliated medical schools. Any referral services needed will be sent to a health center within the health system. There will be no external providers.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

George V. Masi
Printed Name

President/CEO
Title

2 April 16
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Section 7 – Certifications and Other Required Forms



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

N/A

N/A

III.

As required by Section 231.006, the undersigned certifies the following:

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Signature

George V. Masi

Printed Name

President/CEO

Title

Date

20 April 16

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.


Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

| | | |
|---|---|-----------------------------------|
| Name of Potential Contractor Harris County Hospital District | Vendor ID No. or Social Security No. 17415369366000 | HHSC Contract No. (if applicable) |
| <div style="display: flex; justify-content: space-between;"><div style="width: 45%; text-align: center;"> Signature of Authorize Representative</div><div style="width: 45%; text-align: center;">2 April 16 Date</div></div> | | |
| Printed/Typed Name and Title of Authorized Representative George V. Masi, President/CEO | | |

Required Certifications

Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
 - the intention to submit a proposal;
 - the methods or factors used to calculate the prices proposed; or
 - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
 - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
 - HHSC's procurement rules, procedures, and processes;
 - HHSC's use of the evaluation methodology and process described in RFP Section 5;
 - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
 - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP



Signature

George V. Masi

Printed Name

President/CEO

Title

Date

20 April 16

Date

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

TERMS OF CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

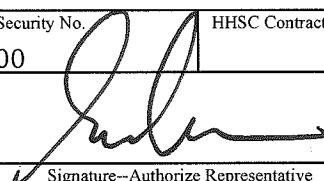
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

| | | |
|---|--------------------------------------|-----------------------------------|
| Name of Contractor/Potential Contractor | Vendor ID No. or Social Security No. | HHSC Contract No. (if applicable) |
| Harris County Hospital District | 17415369366000 | |

| | |
|---|---------------|
| Name of Authorized Representative (type or print) | Title |
| George V. Masi | President/CEO |


Signature--Authorize Representative

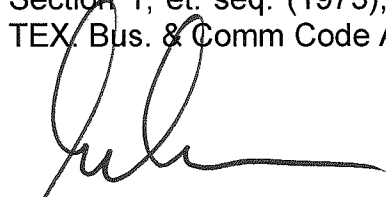
20 April 14
Date

TEXAS HEALTH AND HUMAN SERVICES COMMISSION**ANTI-TRUST CERTIFICATION****STATE OF TEXAS****COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

_____
Authorized signature_____
Harris County Hospital District

Name of Contractor/Vendor

_____
Date_____
George V. Masi

Printed Name of Individual

President/CEO

Title of Individual

Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

Part 1: General Respondent Information.

1. Organization's Legal Name: Harris County Hospital District
2. Doing Business As: Harris Health System
3. Physical Address: 2525 Holly Hall; Houston, TX 77054
4. Mailing Address: 2525 Holly Hall; Houston, TX 77054
5. Taxpayer Identification Number: 74-1536936
6. Legal Status (check one):
☐ For-profit Entity ☐ Non-profit Entity
☒ Governmental Entity
7. Business Structure (check one):
☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☒ Other (specify): Other political subdivision
8. State of Incorporation, If Applicable: N/A
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

Part 2: Respondent Contact Information.

- | | |
|---|---|
| <ol style="list-style-type: none">1. Person Who Will Sign the Contract: Name: <u>George V. Masi</u> Title: <u>President/CEO</u> Mailing Address: <u>2525 Holly Hall</u> <u>Houston, TX 77054-4124</u> Telephone: <u>(713) 566-6403</u> Fax: <u>(713) 566-6796</u> E-mail: <u>george.masi@harrishealth.org</u> | <ol style="list-style-type: none">2. Primary Contact for Proposal Questions: Name: <u>Deborah Boswell</u> Title: <u>Director; Community Outreach Services</u> Mailing Address: <u>9250 Kirby Dr., Suite 1400</u> <u>Houston, TX 77054</u> Telephone: <u>(713) 634-1240</u> Fax: <u>(713) 566-6717</u> E-mail: <u>deborah.boswell@harrishealth.org</u> |
|---|---|

Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: None
2. Doing Business As: _____
3. Physical Address: _____

4. Mailing Address: _____

5. Taxpayer Identification Number: _____

6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity
☐ Governmental Entity

7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company
☐ Partnership ☐ Limited (Liability) Partnership
☐ Joint Venture ☐ Sole Proprietorship
☐ Other (specify): _____

8. State of Incorporation, If Applicable: _____

9. Name of Parent Entity, If Applicable: _____

10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB EntityHave you attached additional pages for Part 3? ☐ Yes ☒ No

Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.

1. Name of former state employee: _____ None _____

2. Job title at termination of state employment: _____

3. Date of termination of state employment: _____

4. Annual rate of compensation at termination: _____

5. Description of job responsibilities while state employee: _____

6. If the former state employee worked on matters relating to the RFP, describe those matters:

Have you attached additional pages for Part 4? ☐ Yes ☒ No

Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.

None

Have you attached additional pages for Part 5? ☐ Yes ☒ No

Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.

Cause No. 2013-54396; Quanesia R. White v. HCHD; In the 215th Judicial District Court of Harris County, Texas - Non-Suited

Civil Action No. 4:13-CV-03210; Marcus Gatlin v. Karen Simpson, Et al; In the U.S. District Court for the Southern District of Texas , Houston Division; removed from District Court; (Cause No. 13 - 56180; in the 113th Judicial District Court of Harris County) - Dismissed

Cause No. 2014-03931; Milady A. Argueta v. HCHD; In the 127th Judicial District Court of Harris County, Texas - Dismissed

Cuase No. 2014-18937; Michael McCathern v. Harris Health; In the 189th Judicial Court of Harris County, TX - Settlement

Have you attached additional pages for Part 6? ☒ Yes ☐ No

Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.

None

Have you attached additional pages for Part 7? ☐ Yes ☒ No

Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.

1. Proposal Section: N/A

2. PIA Exception*: _____

3. Explanation of Why the Exception Applies: _____

* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

Part 6 – Litigation (con’t)

2014

Cause No. 2014-18937; *Michael McCathern v. Harris Health*; In the 189th Judicial District Court of Harris County, Texas – **Settlement**

Cause No. 2014-30105; *Uriel Gomez Lozano v. Ben Taub, et al*; In the 125th Judicial District Court of Harris County, Texas– **Settlement**

2015

Cause No. 2015-02983; *Ju Xian Lin v. Zainab H. Soumohoro*; In the 215th Judicial District Court of Harris County, Texas – **Non-Suited**

Cause No. 2015-24354; *Terrell D. LeBlanc v. Harris Health System*, In the 334th Judicial District Court of Harris County, Texas – **Settlement**

Cause No. 2014-50359; *Belinda Hunt Fowler v. Harris County Hospital District and Christus Jasper Memorial Health System*, In the 334th Judicial District Court of Harris County, Texas - **Dismissed**

Cause No. 2015-66027; *Ashley Wilkerson v. Harris County Hospital District, et al.*, in the 295th Judicial District Court, Harris County, Texas – **Pending**

Cause No. 4:16-cv-00279; *Laura Perilla-Vargas v. Harris County Hospital District, et al.*, In the United States District Court Southern District of Texas Houston Division – **Pending**

Cause No. 4:15-cv-1782; *John Richard Smith v. Harris County Hospital District, et al.*, in the United States District Court Southern District of Texas Houston Division – **Pending**

Cause No. 4:16-cv-00903; *Emily-Jean Aguocha-Ohakweh v. Harris County Hospital District, et al.*, in the United States District Court Southern District of Texas Houston Division - **Pending**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

| | |
|---|--|
| 1. Entity or Applicant/Bidder Legal Name | Legal Name: HARRIS COUNTY HOSPITAL DISTRICT Address: 2525 HOLLY HALL City: HOUSTON State: TX ZIP: 77578 Main Telephone #: 713-566-6400 Website: WWW.HARRISHEALTH.ORG |
| 2. Number of Employees, at all locations, in Applicant Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee. | Total Employees: 8,791 |
| 3. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0") | Total Subcontractors: 0 |
| 4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.) | <div> A. Security Official: Name: Jeffrey M. Vinson, Sr. Address: 2525 Holly Hall City: Houston State: TX ZIP: 77054 Telephone #: 713-566-2046 Email Address: jeffrey.vinson@harrishealth.org </div> <div> B. Privacy Official: Name: Terry Reeves Address: 2525 Holly Hall City: Houston State: TX ZIP: 77054 Telephone #: 713-566-2332 Email Address: terry.reeves@harrishealth.org </div> |

5. HHS Agency Information Provide the following information if known.

| | | | | | |
|---------------|----------------------|------------------|----------------------|----------------|----------------------|
| Contract Mgr: | <input type="text"/> | Email Address: | <input type="text"/> | Agency: | <input type="text"/> |
| Telephone #: | <input type="text"/> | Requesting Dept: | <input type="text"/> | PO/Contract #: | <input type="text"/> |

| | |
|--|---|
| 6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business. | Total # (Sum a-d) 10,002 |
| a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives. | 10,000 |
| b. Servers. Number of Servers that are not in a data center or using Cloud Services. | 0 |
| c. Cloud Services. Number of Cloud Services in use. | 0 |
| d. Data Centers. Number of Data Centers in use. | 2 |
| 7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year: | Select Option |
| a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more | <input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d. |
| 8. HIPAA Business Associate Agreement | Yes or No |
| a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.) | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| 9. Subcontractors. If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A." | Yes or No |
| a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| b. Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| 10. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage. | <input type="radio"/> Yes <input checked="" type="radio"/> No |

Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

| | |
|--|--|
| 1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum: | Yes or No |
| a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |

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| <p>f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |

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| <p>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |

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| <p>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</p> | |
| <p>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</p> | <p><input type="checkbox"/> No Electronic Systems</p> |
| <p>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a timeline:</u></p> | <p><u>Compliance Date:</u></p> |

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| 3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |

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|--|--|
| 8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.) | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (FIPS 140-2 encryption * preferred.) | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (FIPS 140-2 encryption * preferred.) | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| <p>* For more information regarding FIPS 140-2 encryption products, refer to: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm </p> | |

| | |
|--|--|
| 14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |
| 18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a timeline:</u> | <u>Compliance Date:</u> |

Section D: Signature and Submission

Please sign the form digitally, if possible; if you can't, provide a handwritten signature.

| | |
|---|------------------|
| Signature: George V. Masi, FACHE President and Chief Executive Officer Harris Health System  | Date: 4.22.16 |
|---|------------------|

To submit the completed, signed form, do one of the following:

- Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)
- Attach it to an email to InfoSecurity@hhsc.state.tx.us.

Submit by email

Attachment E – Grantee UTC

VERSION 2.12

HHSC Uniform Terms and Conditions Version 2.12
Published and Effective: November 30, 2015
Responsible Office: Chief Counsel



Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.12

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

| Applicable Entity | Applicable Cost Principles | Audit Requirements | Administrative Requirements |
|--|---|------------------------------------|-----------------------------|
| State, Local and Tribal Governments | 2 CFR, Part 225 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| Educational Institutions | 2 CFR, Part 220 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| Non-Profit Organizations | 2 CFR, Part 230 | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |
| For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. | 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency | 2 CFR Part 200, Subpart F and UGMS | 2 CFR Part 200 and UGMS |

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

4.03 Submission of Audit

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

Dani.fielding@hhsc.state.tx.us

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.10 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.11 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.12 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.13 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.14 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.15 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.16 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.17 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.18 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.19 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.20 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
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Attachment F – HHSC Special Conditions Version 1.0



**Health and Human Services Commission
Special Conditions
Version 1.0**

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HHSC SPECIAL CONDITIONS

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

ARTICLE I. SPECIAL DEFINITIONS

“Conflict of Interest” means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

“Contractor Agents” means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

“Custom Software” means Software developed as a Deliverable or in connection with the Agreement.

“Data Use Agreement” means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

“Federal Financial Participation” is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

“Item of Noncompliance” means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

“Minor Administrative Change” refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

“Other Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

“Outside the United States” means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

“Software” means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

“State” means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

“Third Party Software” refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

“Turnover” means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

“Turnover Plan” means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

“VUTC” means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

“WSD” means the Work, Services, or Deliverables to be performed or provided under the Contract.

ARTICLE II. GENERAL PROVISIONS

2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

2.03 Delegation of Authority

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

2.04 Other System Agencies Participation in the Contract

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

2.05 Most Favored Customer

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

2.06 Assumption After Assignment

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

2.07 Cooperation with HHSC Vendors

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2.08 Renegotiation and Reprocurement Rights

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

2.09 Solicitation Errors

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES

3.01 Authority

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

3.02 Prohibition

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

3.03 Exception

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

3.04 Remedy

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS

4.01 Qualifications

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

4.02 Conduct and Removal

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

4.03 No Authority

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

4.04 E-Verify

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

4.05 Subcontractors Not Identified in the Solicitation Response

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

ARTICLE V. PERFORMANCE

5.01 Measurement

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

ARTICLE VI. AMENDMENTS AND MODIFICATIONS

6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

ARTICLE VII. AUDITS AND RECORDS

7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

7.02 Access and Accommodation

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response to Audits or Inspection Findings

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

ARTICLE VIII. PAYMENT

8.01 Duty to Make Payment

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

ARTICLE IX. CONFIDENTIALITY

9.01 Requests for Public Information

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

9.02 Consultant Disclosure

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

9.03 Other Confidential Information

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES

AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.

ARTICLE X. DISPUTES AND REMEDIES

10.01 Agreement of the Parties

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

10.02 Operational Remedies

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

10.03 Equitable Remedies

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

10.04 Continuing Duty to Perform

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

ARTICLE XI. DAMAGES

11.01 Availability and Assessment

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

11.02 Specific Items of Liability

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.

ARTICLE XII. **TURNOVER**

12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS

13.01 HHSC Additional Rights

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

13.02 Third Party Software

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

13.03 Software and Ownership Rights.

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

14.01 Ability to Perform

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

14.02 Continuing Duty to Disclose

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

14.03 Conflicts of Interest

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

14.04 Flow Down Provisions

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

14.05 Recruitment Prohibition

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

14.06 Manufacturer's Warranties

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

14.07 Cooperation with HHSC Designees

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

14.08 Notice of Litigation or Contract Action

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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Attachment G – State Assurances

State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Attachment H – Federal Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Attachment I – DUA

**DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
_____ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency _____ (“HHS”) and _____ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. _____, in Travis County, Texas (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 *Governing Law, Venue and Litigation*

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 *Injunctive Relief*

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 *Indemnification*

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 *Insurance*

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER _____

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with _____
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____